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## The Solicitors' Journal

and Weekly Reporter.

LONDON, NOVEMBER 5 1910.

\*• The Editor cannot undertake to return rejected contributions, and  
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## Current Topics.

## The Scotch Commission on Land Transfer.

WE ARE informed that the report of the Scotch Royal Com-  
mission on Registration of Title was considered at a meeting of the  
Scotch Law Society held in Edinburgh at the end of last week.  
In the result, a resolution was passed inviting the Scottish Office  
to appoint a committee with a view to suggesting improvements  
in the existing system of conveyancing in Scotland. The report  
of the Commission is read as condemnatory of a system of  
registration of title being extended to Scotland.

## Mr. Disraeli as an Articled Clerk.

THE INTERESTING biography of Lord BEACONSFIELD, of which  
the first volume has just appeared, gives the authentic account  
of his short connection with the legal profession. In 1821, says  
his biographer, he was articled to a firm of solicitors in the City  
—Messrs. Swan, Stevens, Maples, Pearse, & Hunt, of  
Frederick's-place, Old Jewry, and a quotation is given from a  
paper by Mr. DISRAELI, in which he says that his "father had a  
great friend, the head of the most eminent solicitors' firm in the  
City, except FRESHFIELDS, of whom they were the honoured  
rivals. He [the friend] was very rich (the firm of five partners  
divided, though in unequal portions, £15,000 per annum), a  
man of considerable taste, with a fine library and collections of  
art. . . . This gentleman wished that I should enter into  
his profession, and, in due course, his firm." Mr. DISRAELI  
remained three years with the firm, and the impression produced  
in the mind of one of the partners was—"most assiduous in his  
attention to business and shewing great ability in the transaction  
of it," "but all the evidence," says the biographer, "is not  
equally favourable." The law was profaned by the use of frag-  
ments of legal documents for literary notes and verses. Finally,  
his health became delicate, he quitted the office, and set out with  
his father for a tour on the Continent.

## The New King's Counsel.

THE FOLLOWING are the names and dates of call to the bar  
of the new King's Counsel whose names (together with that of  
the non-accepting appointee) we gave last week. Mr. CHARLES  
CLARE SCOTT, South-Eastern Circuit, 1874; Mr. GEORGE

WALLACE, South-Eastern Circuit, 1879; Mr. JOSEPH GATEY, Chancery Bar, 1880; Mr. WALTER CRANLEY RYDE, 1882; Mr. ALEXANDER JONES DAVID, Oxford Circuit, 1883; Mr. ALFRED ARTHUR HUDSON, Western Circuit, 1885; Mr. THOMAS HOLLIS WALKER, Midland Circuit, 1886; Mr. FREDERICK ARTHUR GREER, Northern Circuit, 1886; Mr. JOSEPH SHAW, South Wales and Chester Circuit and Parliamentary Draftsman, 1887; Mr. ELLIS J. GRIFFITHS, North Wales, &c., Circuit, 1887; Mr. MAURICE HILL, Admiralty Court and Northern Circuit, 1888; Mr. ROWLAND WHITEHEAD, M.P., Chancery Bar, Railway, &c. Commission Court, 1888; Mr. EDWARD SHORTT, North-Eastern Circuit, 1890; Mr. RALPH VINCENT BANKES, North Wales and Chester Circuit, 1890; Mr. ALEXANDER DINGWALL BATESON, Northern Circuit and Admiralty Court, 1891; Mr. ALBERT CHARLES CLAUSON, Chancery Bar, 1891; Mr. CHRISTOPHER CLARK HUTCHINSON, Northern Circuit and Parliamentary Bar, 1896; Mr. HENRY HOLMAN GREGORY, Western Circuit and Parliamentary Bar, 1897; and Mr. TIMOTHY MICHAEL HEALY, M.P. (K.C. in Ireland), 1903.

#### Some Unprecedented Incidents.

THE APPOINTMENT of the above-named gentlemen has been accompanied by some remarkable incidents. In the first place, it turned out that Mr. DISTURNAL, who was included in the list, had not applied for the distinction and did not wish to quit the junior bar; so after having been for three or four days a King's Counsel approved by the King, he returned to the outer bar. The other incident is the appearance in an evening paper of likenesses of nine of the newly-appointed "silks." We do not remember to have seen this before; we do not imagine, however, that it can have been intended as an advertisement, as, owing to the fault either of the photographer or process producer, many of the portraits most improperly and untruthfully represent the visages of persons of a somewhat low order of intelligence, and some of them give the new K.C.'s the complexion of a West African negro. One of the learned gentlemen, by the way, in his portrait had already mounted his full-bottomed wig.

#### Applications by Assurance Company for Payment of Dividends.

THE NEW provisions as to deposits by assurance companies made by the Assurance Companies Act, 1909, which came into operation on the 1st of last July, have made it important to determine how applications to the court relating to such deposits must be made. The question has arisen specially in regard to the provision that the deposit of £20,000 must be permanent. Under the repealed Life Assurance Act, 1870, the deposit could be withdrawn as soon as the company's life assurance fund accumulated out of premiums reached £40,000. The alteration has made it necessary for the various companies to bring into court the amount of the deposit, and then to apply for payment of the dividends to themselves. The Board of Trade Rules made under the new Act direct that "any application under these rules to the court shall be made in such manner as shall from time to time be prescribed by Rules of Court, and, until otherwise prescribed, in the like manner in which similar applications under the Life Assurance Companies Act, 1870 to 1872 . . . were made immediately prior to the commencement of the Act." Originally such applications were made by petition in accordance with rule 9 of the Board of Trade Rules, 1872, and there appears to have been nothing to alter this unless the rule has been overridden by any of the clauses of R. S. C. ord. 55, r. 2, relating to applications by summons. The case is obviously within the spirit of clause 6, which directs that applications under any Act relating to parliamentary deposits for investment, payment of dividends, and payment out of court shall be made by summons; but apparently the term "parliamentary deposit" refers only to deposits made in pursuance of the Standing Orders of Parliament. The deposits in question are statutory, but not parliamentary. In *Re Royal Exchange Assurance Corporation* (Weekly Notes, 1910, p. 211) it was stated that some of the masters were of opinion that clause 3 applied. Under this clause applications for payment of dividends on any securities standing to the credit of any

cause or matter are to be made by summons, and we believe that orders for payment of dividends on the deposits in question have in fact been made on summons. But apparently they do not stand to the credit of any "cause or matter," and in the present case NEVILLE, J., held that this provision did not apply. Hence the original rule of 1872 stands, and applications by assurance companies must be made by petition until otherwise prescribed.

#### Must a Woman have her Head Covered in a Law Court?

THE ACTION of a county court judge, who is reported to have peremptorily refused to allow a female witness to remove her hat, has been sharply criticized by many members of the bar. The judge appears to have assumed that it was as disrespectful for a woman to remove her hat in a law court as to remain uncovered in a church. This proposition cannot easily be maintained. It is, in the first place, doubtful whether the objection to a woman offering up prayer while uncovered is removed if she wears a hat which leaves her face exposed to view. It would rather appear that in the days of ST. PAUL it was thought becoming for a woman to be veiled during public worship. But a woman who wears a veil in the witness box is at once ordered to raise it so that her speech may be more distinct and her demeanour more easily observed. It must also be remembered that the standard of propriety with regard to the behaviour of the congregation in church has not always remained unchanged. In the days of Queen ELIZABETH men had their heads covered in church, like members of the Greek church at the present day. And the diversity of usages in churches and law courts is illustrated by the fact that a woman wears gloves while taking the communion, but is requested to remove them when taking the oath.

#### Nominal Reversions and Registered Titles.

THE NOMINAL reversion upon a mortgage sub-term has been responsible for a good deal of subtlety in conveyancing, and mortgages of leasehold premises are now usually taken in such a form as both to protect the mortgagee against personal liability on the covenants in the lease and to enable him to get in the nominal reversion when it is desired to assign the head term to a purchaser. But the register of titles admits no entry of mortgage sub-terms, and it appears from the recent decision of WARRINGTON, J., in *Re Voss and Saunders' Contract* (ante, p. 12) that a mortgagee who sells such a term, and does not at the same time profess to sell or get in the head term, is under no liability to assist in placing the purchaser on the register. In ordinary cases of sale of registered land the vendor is bound to do this, and he cannot contract himself out of his obligation. "Where," says section 16 (2) of the Land Transfer Act, 1897, "the vendor of registered land is not himself registered as proprietor of the land or of a charge giving a power of sale over the land, he shall, at the request of the purchaser and at his own expense, and notwithstanding any stipulation to the contrary, either procure the registration of himself as proprietor of the land or of the charge, as the case may be, or procure a transfer from the registered proprietor to the purchaser." The effect of this is seen in a case where a mortgagee of registered freehold land has been content to take as his security a deposit of the land certificate with an accompanying memorandum under seal. If he sells under his statutory power of sale, he must procure a transfer from the registered proprietor, and is not at liberty to impose the expense of so doing on the purchaser; though if the memorandum of deposit contains a power of attorney, it would be possible to effect a transfer by use of the power, provided that filing of the power was dispensed with. But as regards a mortgage by sub-demise of registered leasehold land, the present case shows that the mortgagee can avoid compliance with section 16 (2) by restricting the sale to the mortgage sub-term. The "registered land" within the meaning of the sub-section is the entire leasehold interest, and the provision does not apply where the mortgagee sells only the mortgage sub-term which is incapable of registration. In such a case it seems to be essential for the safety



of the purchaser that he should get the land transferred on the register into his own name, but he must do this at his own expense.

#### Affidavits under Order 14.

IN APPLICATIONS for summary judgment under ord. 14, r. 1, it was formerly necessary for the plaintiff himself to make the affidavit verifying the cause of action and stating that in his belief there was no defence; but the rule in its present form allows of the affidavit being made either by the plaintiff "or by any other person who can swear positively to the facts." This is a valuable concession, for frequently the plaintiff may not be able to make the affidavit, but it is not always easy to say when a proposed deponent can swear positively to the facts within the meaning of the rule, and on this point the recent decision of the Court of Appeal in *Chirgwin v. Russell* (ante, p. 10) and the previous decision of the same tribunal in *Lagos v. Grunwaldt* (1910, 1 K. B. 41; 54 SOLICITORS' JOURNAL, 216) are important. In the absence of the plaintiff it is frequently convenient for his solicitor to make the affidavit, and it was admitted in *Lagos v. Grunwaldt* that such an affidavit might be sufficient, though the affidavit made by the solicitor in that case was, under the circumstances, held to be insufficient. It was founded partly on instructions received from the client, and partly from information received from another firm of solicitors, who, however, were not acting for the defendant. Hence it would appear that a solicitor who makes the affidavit must have independent knowledge of his own, and must not rely on instructions received from his client or on information obtained from third parties, and, of course, the affidavit must shew his means of knowledge. In the present case of *Chirgwin v. Russell* (supra) the solicitor appears to have made the affidavit on instructions from his client, and according to the principle just stated it would have been insufficient; but the facts were admitted by the defendant, and it was argued that this regularized the procedure and enabled a summary order to be made. And the Court of Appeal were of this opinion and affirmed the order made by LUSH, J., in chambers giving leave to enter judgment. Of course, the objection to the affidavit was purely technical, but the fact that a cross-action was pending made it desirable for the defendant to attempt delay; and when the rule requires that an affidavit shall be made in a particular manner, it is not clear that an irregularity in the affidavit is cured because its accuracy is not in dispute. An affidavit as to the claim, duly made in accordance with the rule, is the condition for summary judgment. In general, however, it is proper to assume that the plaintiff's solicitor must, as above pointed out, have independent knowledge, and he should, it is said, state that he is authorized to make it, though this does not seem to add to his weight as a witness. But these requirements will be relaxed if the defendant appears and admits the facts.

#### "Our Learned Sister."

WE RECENTLY chronicled the fact that there are fourteen women practising as lawyers in Paris. A well-known London solicitor sends us an elaborate argument in favour of the admittance of women to both branches of the legal profession. He sums up the matter by saying that

"It is noteworthy that women are allowed to adopt the legal profession in Denmark, France, Belgium, Italy, Russia, Switzerland, Egypt, United States of America (excepting certain non-prohibition States), Australia, New Zealand, Ontario, Sweden, Finland, Roumania. Efforts are also being made in Germany and Spain to get women admitted into the profession, and there is some reason to suppose that the new régime will not be behindhand in Turkey. In England women are permitted to practise as doctors, dentists and chemists, and they are also admitted to the army (the Women's Convoy Battalion). Women can also graduate in law degrees at certain of the universities, and in the case of a capable woman—who is able to get such a degree—it is illogical to deny her admission to the ranks of a profession in which, by reason of the degrees she has taken, she is qualified to excel, and it behoves the Law Society to recognize the right of a duly qualified woman—who, by-the-by, would have to undergo the necessary probation of five years' articleship—to insist upon becoming a reasonable self-supporting citizen by practising a profession in which, having regard to the feminine characteristics of perseverance and caution, she has every chance of excelling. The

Law Society should be prepared for this event, which is in the area of 'practical politics.' There is no doubt that within the next two years at the latest application will be made to the society by duly qualified women for admission into its ranks, and I would respectfully, but vehemently, urge the members of the society not to follow the example of the society's revered *patres conscripti*, who in 1903, without assigning any reason, refused to entertain or listen to the application that was then made by Miss CAVE to be allowed to enter her name on the roll of students with a view to passing the requisite examinations. It occurs to me that this eventuality should be provided for by a committee being appointed to consider the question, so that, if necessary, proper safeguards can be provided to equalize and control the various superiorities and inferiorities of the respective sexes in the event of women being allowed to enter this particular branch of the profession over which the Law Society exercises control."

We venture to doubt whether, in the present overcrowded condition of the profession, it will be considered desirable, either in the interests of women or present male solicitors, that the profession should be opened to the female sex.

#### Journalists and the Law.

A MEETING of the Institute of Journalists is reported to have passed a resolution in which, while agreeing that it is necessary to prevent anything which can fairly be called "trial by newspaper," they object very strongly to such matters being dealt with by contempt of court procedure, which denies to accused persons the protection of trial by jury; and finally they express their opinion that charges of contempt of court should be limited to cases of great urgency, the offences being left to be dealt with by the ordered course of law. The courts of law have found no reason to change the opinion which was held in the days of Lord HARDWICKE as to the mischievous effect of statements calculated to prejudice the minds of the public against persons concerned as parties in causes before the cause is finally heard. But the severity with which these publications were formerly dealt with has been somewhat relaxed. This is illustrated by the reluctance of the courts for many years to grant criminal informations for newspaper libels. But we think there are serious objections to refer the question to a jury in all cases where it is suggested that a publication is calculated to obstruct the course of justice. There is, in the first place, the delay and expense incidental to an indictment; the interest in the case when it comes on for trial has vanished, and it is easy to contend that the proceeding is vindictive and unnecessary. A more serious objection is that the class of persons from whom juries are drawn often find it difficult to understand why any statement which they read in newspapers can affect the result of a trial. They are amused and interested, and are unwilling to interfere with what has procured them this amusement. The license of the French and American press is largely owing to the toleration of public opinion. There is, we think, little evidence that the summary procedure by contempt of court has acted as an undue check upon the enterprize of the English press.

#### The "Charing Cross Bank."

THE FAILURE of the "Charing Cross Bank," which was nothing more than a name, inasmuch as it was not a bank registered under the limited liability Acts, but a business conducted by a private individual, registered as a money-lender, has been the cause of great loss and suffering to many poor depositors, and has revived the question whether it should or should not be lawful for an unincorporated money-lending firm, which has never been registered under the Companies Acts, to carry on business by the name of a bank. In the report of the Select Committee on Money-lending, 1892, there is a proposal that it should be declared an offence for any money-lender to carry on his business under the name "bank," "trust," "corporation," or other misleading title. The Legislature has, however, omitted to embody this recommendation of the committee in any specific enactment, though there is strong ground for believing that many persons who enter into transactions with money-lenders who have assumed the description of "bank" think they are dealing with a public bank—a bank of position and substance. A circular from the money-lender who styles himself "The Advance Bank" will by a large number of

prospective borrowers be regarded with much greater confidence than that of the lender who lends under his familiar surname. There appears to be no special reason for the inaction of the Legislature, and we have full confidence that there will be no further delay in the necessary amendment of the law.

#### Bonus under the Irish Land Acts.

THE NATURE of the "bonus," or percentage payable to vendors of Irish land under section 48 of the Irish Land Act, 1903, is further elucidated in the case of *Re T. A. Oliver (Deceased), Ramsden v. Ramsden*, before WARRINGTON, J. (reported ante, p. 12). A testatrix had devised certain Irish lands by her will, and had directed, in case the devisees should be prevented from taking effect by reason of the lands being sold, or agreed to be sold during her lifetime, that her trustees were to raise out of her residuary estate "a sum equal to the purchase-money thereof." The money so raised was to be held on the same trusts as the lands themselves would have been subject to. The lands did become the subject of an agreement for sale in the testatrix's lifetime, and the bonus payable under section 48 amounted to some £4,000. The devisees claimed that the bonus should be treated as part of the purchase-money, and that the amount to be raised out of residue should include the amount of bonus as well as the purchase-money proper. WARRINGTON, J., held that the testatrix, in referring to "purchase-money," meant the amount payable by the purchasers, and the bonus of £4,000 was not paid by the purchasers: "The bonus was not paid by the purchaser at all, the amount paid by him was not increased by its amount. The bonus was a gratuity paid by a third person—that is, the Land Commission, representing the Government." The devisees were, therefore, not entitled to have the £4,000 raised out of residue, but only a sum equal to the purchase-money properly so called. This is one of those difficult cases of interpretation where everything depends on the point of view taken by the interpreting authority. Regarded from the vendor's own point of view, and looking at the bonus merely as part of the consideration to be received for the sale of property, this extra percentage would possibly have been regarded by the testatrix as part of the price to be paid to her. Certainly most people would, in selling their Irish lands, regard the bonus as the great inducement to sell, and so would be inclined to treat it as included in the expression "purchase-money."

#### Questions of Law and Questions of Conduct.

ANYONE who is accustomed to peruse the judgments delivered of late years in the High Court, the Court of Appeal, and the House of Lords cannot fail to notice the sharp criticisms which are bestowed upon the conduct of the parties in all cases where they appear to have departed from the rules of honour or fair dealing or seek to rely upon technical rules of law irrespective of the merits of the case. These criticisms were not encouraged by one of the most eminent of our Lord Chancellors, as appears from his judgment in *Heriot's Hospital v. Gibson* (2 Dow. 301). Lord ELDON there refers to a case decided by Lord MANSFIELD, and observes, "No one could well doubt what would have been the opinion of that very eminent judge if the question of right had been then to be decided; yet, with all due deference to that opinion, he would have liked it much better as a law authority if Lord MANSFIELD had confined himself to the dry question of law without pressing upon feelings and principles of honour, with which, however familiar they might be to him as a private individual, he had, in his judgment, nothing at all to do. There is moderation in all things." The observations of Lord ELDON will not excite much sympathy at the present day, but it may perhaps be thought that some of his successors occasionally enlarge at unnecessary length upon matters of conduct wholly unconnected with law.

#### The Public Trustee Again.

AN ESTEEMED correspondent, to whom we have been indebted in the past for some excellent letters, referring to our observations last week on this subject, takes up the cudgels for the Public Trustee. Why, he asks, in effect, do you object to this

official? Let us have "a little more intelligent light on this question." We are happy to comply with the request by remarking that our correspondent appears to have altogether missed the point of our remarks. We do not object to the Public Trustee as the head of an office created by Parliament; we have not the slightest animosity against him personally; we believe, indeed, that he is an efficient and agreeable official, and we are quite willing to admit that there are cases in which his appointment as trustee is distinctly useful. What we do object to is the style of advertising and touting for business which he has from the first adopted, and which appears to us to be more worthy of a soap or pill maker than of a Government official. Argument upon the subject has proved futile, and so long as this practice is continued, we fear our correspondent will have to be afflicted with what he is pleased to term "remarks in a very heavy satirical vein."

#### Overseas Students.

WE UNDERSTAND that no fewer than 139 Colonial and Indian students have been entered at Lincoln's-inn during the present term.

### Apportionment of Annuity Debts.

THE question how the successive instalments of life annuities, which a testator has covenanted to pay, are to be borne as between income and capital of his residuary personal estate recently came once more before the Court in the case of *Re Poyser* (1910, 2 Ch. 444). In that case PARKER, J., adopted the method of apportionment which was first employed by SWINFEN EADY, J., in *Re Perkins* (1907, 2 Ch. 596), and which was subsequently adopted by JOYCE, J., in *Re Thompson* (1908, W. N. 195). At first sight it would seem that this method of apportionment is likely to be generally accepted as the proper one. But as this method involves difficulties which apparently have not yet been considered and faced, it is open to question whether a more satisfactory method of dealing with the problem will not have to be devised.

The difficulty of apportioning life annuities secured by the testator's covenant arises from the fact that the instalments of the annuities are debts, and that until the annuitant dies the number of the instalments, and therefore the amount of the debt, cannot be definitely ascertained.

In *Yates v. Yates* (1860, 28 Beav. 637, at p. 642-3) Lord ROMILLY observed that "the growing payments of the annuity are nothing more than a succession of specialty debts, becoming due from year after year as long as the annuity lasts, and each of those debts must be apportioned between the tenant for life and the reversioner." The tenant for life of the residuary personal estate does not take the income arising from what is wanted for the payment of debts, because that never becomes residue in any way whatever, and accordingly the immediate debts of the testator are adjusted between capital and income according to the rule in *Allhusen v. Whittell* (1867, L. R. 4 Eq. 295), i.e., such debts are treated as paid, not out of capital only, but with such portion of capital as, together with the income of that portion for one year, is sufficient for the purpose. It is clear that the rule of *Allhusen v. Whittell* applies to debts taking the form of annuities for life: see *Fletcher v. Stevenson* (1884, 3 Hare 360, at p. 371), *Re Dawson* (1906, 2 Ch. 211, at p. 214), *Re Poyser* (1910, 2 Ch. 444).

If the date of the death of the annuitant could be foretold, there would be no difficulty in applying the rule of *Allhusen v. Whittell*, for each instalment as it accrues due would be treated as paid with such portion of capital as, when added to interest on such portion from the death of the testator up to the time of payment of the instalment, is sufficient to satisfy such instalment, and the trustees would each year set aside out of income the interest for such year on such portion of future instalments as has eventually to be paid out of capital. But as the date of the death of the annuitant cannot be foretold, it is difficult to see how to apply the rule in *Allhusen v. Whittell*, and in recent years the judges of the Chancery Division have taken different views as to the manner in which it is to be applied.



In *Re Bacon* (1893, 68 L. T. 522) and in *Re Henry* (1907, 1 Ch. 30) KEKEWICH, J., held that all payments on account of the annuity ought to be paid out of capital. The unanswerable objection to this method was neatly put by counsel for the reversioner in the case of *Re Dawson* (1906, 2 Ch., at p. 212): "Suppose the estate were £1,000 invested at 4 per cent. and the annuity £40 a year. If the life tenant and annuitant both lived twenty-five years they would exhaust the estate, the life tenant's income gradually diminishing from £40 to zero, and the remainderman getting nothing. This method obviously gives the life tenant more than the income of true residue, and is therefore fallacious. It is not capitalization at all."

In the case of *Re Dawson* (1906, 2 Ch. 211) SWINFEN EADY, J., held that the successive instalments of the annuity must be borne by income and capital in proportion to the actuarial values of the life estate and reversion at the testator's death. In the subsequent case of *Re Perkins*, the life tenant objected to this valuation method on the ground that, having regard to the comparative ages of the life tenant and annuitant in that particular case, it would work unfairly against income.

In *Re Perkins* (1907, 2 Ch. 596) the reversioner objected to the method adopted by KEKEWICH, J., in *Re Bacon* and *Re Henry*, and the life tenant objected to the valuation method adopted in *Re Dawson*. SWINFEN EADY, J., held that the proper way of applying the rule in *Allhusen v. Whittell* is that each instalment of the annuity must as it accrues due be apportioned between capital and income as follows: Calculate what sum, accumulated at simple interest from the death of the testator to the day of payment, would have met the particular instalment, and then charge that sum to capital and the balance to income. The learned judge in that case said that the calculation must be made at simple interest, and that "as the residue is invested in consols which at present price pay 3 per cent., the calculation should be made at that rate."

The method of apportionment employed in *Re Perkins* was adopted by JOYCE, J., in *Re Thompson* (1908, W. N. 195) and PARKER, J., in *Re Poyser* (1910, 2 Ch. 444). In the latter case PARKER, J., said, "I also agree with SWINFEN EADY, J., that when it is determined that there shall be some apportionment as between tenant for life and remainderman the method of carrying that out is in the discretion of the Court." In all three cases the calculation was made at simple interest, but while interest at 3 per cent. was taken by SWINFEN EADY, J., and JOYCE, J., interest at  $3\frac{1}{2}$  per cent. was taken by PARKER, J.

The writer ventures to suggest that the decisions in *Re Perkins* and the two subsequent cases do not cover the whole ground, inasmuch as they do not state what provision is to be made for the contribution of the tenant for life, in the event of his predeceasing the annuitant, towards the instalments of the annuity becoming payable after the death of the tenant for life. Suppose the life tenant dies ten years and the annuitant dies forty years after the death of the testator, so that thirty instalments of the annuity become payable after the death of the life tenant. It cannot be intended that the whole of such thirty instalments are to be paid wholly out of capital, for that would make the rule in *Allhusen v. Whittell* apply only to such instalments as become payable during the life of the life tenant, and that would be unfair to all the persons interested in reversion, including a second tenant for life. Apparently the thirty instalments in question have to be apportioned between capital and income in the same way as the instalments becoming payable during the life of the life tenant; and accordingly the tenant for life has to contribute interest for ten years on so much of the thirty instalments as is properly attributable to capital. The question the writer raises is this: *How is such contribution to be secured?*

If the trustees desire to retain the necessary annual sum out of the income payable to the tenant for life, how are they to arrive at the amount of the sum to be annually retained? Are they, in effect, bound to pay the annuity out of income, leaving the question to be settled on the death of the annuitant as to what sum has to be repaid out of capital to the life tenant or his estate? On the other hand, if the trustees make no provision

during the lifetime of the tenant for life for payment of the contribution, and payment of such contribution cannot be obtained, e.g. where the tenant for life dies insolvent, what is the position? Presumably the trustees have committed a breach of trust in paying too much to the tenant for life, and must make good the loss out of their own pockets; and if the order of the court absolves the trustees from liability in respect of the overpayment, the order is unfair to the reversioner.

It may be that the orders made in the cases above mentioned contained some direction as to the payment of the income to the tenant for life which protects the trustees in those particular cases. But it seems desirable that when a case of this sort next comes before the court, the court should be asked whether the trustees should annually retain any, and, if so, what sum out of the income of the life tenant to meet his contribution towards the instalments of the annuity which, if the life tenant predeceases the annuitant, will become payable after the death of the life tenant. Of course, the reversioner will claim that adequate security must be given that the life tenant will pay his contribution. In cases where the annuitant is young, it will probably be necessary every year to deduct the whole amount of the annuity from the income of the tenant for life, and on the death of the annuitant calculations will have to be made on the lines of *Re Perkins* to ascertain what sum has to be made good to the life tenant or his estate out of capital.

It is difficult to understand why the calculations required by *Re Perkins* are made at simple interest and not at compound interest. When a reversion falls into the testator's estate, the calculations required by *Re Chesterfield's Trusts* (1883, 24 Ch. D. 643) are made at compound interest to the benefit of the tenant for life. If the whole income, less only the due proportion of the current instalment, is paid to the tenant for life (as indeed appears to be contemplated by *Re Perkins* and the subsequent cases), it seems unreasonable that the tenant for life should not pay interest on the sums which in reality he has improperly received.

Finally, it should be noted that the three cases of *Re Perkins*, *Re Thompson* and *Re Poyser* show that, as the rate of interest and the method of apportionment are in the discretion of the court, it is always necessary for the trustees to go to the court for directions!

## The Selection of "Silks."

LAST week there appeared the long delayed and eagerly expected list of newly-appointed King's Counsel. It is with somewhat mixed feelings that the bar has received the roll of names, nineteen in number. The number was originally twenty, but one name has been withdrawn as added in error. The number of applications is believed to have been very large; one rumour places it at sixty-six; if this number is correct, it was, of course, inevitable that the refusals should greatly exceed the appointments. What, however, is causing much criticism among members of the four Inns of Court is not the number of refusals. Neither is it any suggestion that the gentlemen honoured by these new dignities are in any way undeserving of promotion. But the new list, when read along with its predecessors, seems to confirm the impression—now for a long time current, and to which we alluded two or three weeks ago—that the present Lord Chancellor is pursuing a somewhat novel principle of selection.

Briefly put, it would seem that he appoints new King's Counsel only when he is advised that there is a vacant place in some court or circuit waiting to be filled by the appointee. The result is that the new list contains the names of men who have localized, and acquired a large circuit practice, or achieved distinction in some special branch, such as commercial, rating or Admiralty practice. The general practitioner and the London junior with a numerous clientèle finds that his claims are postponed to those of his circuit confrères, who in many cases do not enjoy either a reputation equal to, or a fee-book in any way commensurate with, his own.

There is, indeed, a growing feeling that the new policy is open to many objections on grounds of principle and that it works out in a very invidious way. The first objection we have pointed

out in the preceding paragraph. A moment's consideration will shew that a preference for specialists and local practitioners gives an unfair advantage to the man who has succeeded in distancing some ten or twelve rivals, while the really busy junior in London who has outpaced hundreds is passed over time after time. This might not matter so much if the specialist or the circuiter could be confined to his own sphere after he has taken silk. But in very many cases quite the reverse happens; a man with merely local reputation gets silk and comes to London; here he begins to get the work which would have gone to the busy London stuff-gownsmen to whom, notwithstanding equal or greater claims, a refusal has been given.

Another objection, which is being urged with force, is that this system of restricting the number of silks to the number of openings is an undesirable interference with free competition. It creates an artificial monopoly on behalf of a few favourites of fortune who have managed to attain the coveted silk gown, and denies to the average successful junior any hope of shewing his mettle as a leader until he is too old to strive for the great professional prizes. The system which Lord HALSBURY adopted—that of granting silk to every competent applicant with a fair practice—had at least the merit of excluding no junior from his fair chance of a career.

Lastly, it must be said that the results of Lord LOREBURN'S system prove how difficult it is to carry it equitably into practice. It becomes necessary to choose one of two rivals, or even one out of half-a-dozen competing claimants, in each particular branch of practice. However impartially the choice is made, it means that one man is given some years' start of his competitors. Such a handicap is unfair to the rejected men, even if the appointee were always undoubtedly the best man. In practice it may well happen that the selection may be somewhat influenced by the personal equation in the mind of the Lord Chancellor's responsible advisors.

At any rate, if the new system is going to be adopted with any frequency on future occasions, one change ought to be made in the present procedure which has to be observed by applicants. It ought no longer to be necessary for each applicant to publicly notify to all members of his circuit his intention to apply for silk. This condition precedent makes the fact of refusal in each individual case a matter of public property; and this notoriety works out to the prejudice of the disappointed applicant. No doubt it is unreasonable that it should do so; but then, human nature is not by any means a model of rational conduct. In the days when—as has been the case under the régime of the last two or three of Lord LOREBURN'S predecessors—no applicant who could reasonably expect silk met with a refusal, the rule did little harm, but when more than two-thirds of the applicants—most of whom are juniors of standing and fair practices—have been denied the desired promotion, the insistence upon the rule becomes a much more serious matter and may well cause to deserving individuals very grave professional injury.

We fear that, unless Lord LOREBURN'S admitted conscientiousness leads him to make some modification in his system, his tenure of the Woolsack will have been marked by the infliction of grave injustice upon many promising careers.

## Reviews.

### Pauper Lunatics.

THE LAW RELATING TO PAUPER LUNATICS. By SYDNEY DAVEY. SECOND EDITION. The Poor Law Publications Co.

One would hardly suppose that the law relating to pauper lunatics was sufficiently extensive or complex to justify separate treatment in a volume by itself. However, some sixty Acts of Parliament and a table of cases covering half-a-dozen pages seem to shew that the present little volume is likely to be of use. It is divided into three parts. Part I. contains a series of propositions based on sections of the Lunacy Acts and decisions of the courts. Part II. relates to criminal lunatics only. Part III. contains a print of relevant sections of the Lunacy Acts, together with the schedules and forms and the rules in lunacy. The subject-matter appears to be treated exhaustively, and the book should be useful both to lawyers interested in this special branch of law, and to such persons as relieving officers, &c.

## Sanitary Law.

SANITARY LAW IN QUESTION AND ANSWER. By CHARLES PORTER, M.D., &c., Barrister-at-Law. Longmans, Green, & Co.

This is a small book intended merely for the use of persons who are called on the title-page "Students of public health," by which is meant, apparently, those who aspire to become sanitary inspectors and medical health officers. In a series of questions and answers the subject of sanitary administration under the Public Health Acts and allied statutes is dealt with. Although not a book for the lawyer *quâ* lawyer, it seems likely to be useful to those for whom it is intended. A full list of the various Acts is given.

## Books of the Week.

Workmen's Compensation—The Workmen's Compensation Act, 1906. By ALBERT PARSONS, Barrister-at-Law, and RAYMOND ALLEN, M.A. (Camb.), Barrister-at-Law. Fourth Edition of Parsons and Bertram on the Workmen's Compensation Cases. Butterworth & Co.

Companies—A B C Guide to the Companies (Consolidation) Act, 1908, giving Information in Alphabetical Order on the Points most frequently Arising with Reference to the Administration of Companies and the Legal Requirements relating thereto. By HERBERT W. JORDAN, Company Registration Agent. Ninth Edition. Jordan & Sons (Limited).

Land Duties.—A Guide to the Duties imposed upon Land and Mineral Rights by Part I. of the Finance (1909-10) Act, 1910, including the Text of the Act, Notes on each Section, and all Forms and Rules issued. By WALTER P. BOAS, Solicitor. Stevens & Sons (Limited).

Valuation of Land.—The Valuation of Undeveloped Land, By F. H. LIGHTBODY, Surveyor. With Tables by D. E. WALLACE Chartered Accountant. Price 5s. net. William Green & Sons.

Rouse's Practical Man.—Rouse's Practical Man. Eighteenth Edition. With many Additional Tables and Calculations. Revised by EDGAR A. SWAN, B.A., Barrister-at-Law. Sweet & Maxwell (Limited); The Estates Gazette (Limited).

Constitutional and Administrative Law.—Outlines of Constitutional and Administrative Law. By DALZIEL CHALMERS, Barrister-at-Law. Price 5s. net. Stevens & Haynes.

## CASES OF THE WEEK.

### House of Lords.

FLEWING AND OTHERS v. LONDON COUNTY COUNCIL. METROPOLITAN RAILWAY CO. v. THE SAME. 1st Nov.

METROPOLIS—GENERAL LINE OF BUILDINGS IN STREET—SHOPS ERECTED ON FORECOURTS—ALTERATION OF BUILDING LINE—CONSENT OF METROPOLITAN BOARD OF WORKS—METROPOLIS MANAGEMENT AMENDMENT ACT, 1862, s. 75—LONDON BUILDING ACT, 1894, ss. 22, 27, 216.

The superintending architect certified that the frontage line of old houses in the respective forecourts of which, in some cases, one-storey shops had been erected, was still the general line of buildings in that part of the street.

The Tribunal of Appeal took the view that the general line of buildings was the frontage-line of the shops.

The Court of Appeal upheld the certificate of the superintending architect, and the building owners appealed.

Held, dismissing the appeal with costs, that the superintending architect had rightly disregarded the one-storey buildings which had subsequently been erected on the forecourts, as there was evidence that some only had been erected with the consent of the Metropolitan Board of Works, while as to one of the others there was evidence that the consent of the board had been refused; and as to the rest, there was no evidence that consent had been applied for.

Decision of Court of Appeal (1909, 2 K. B. 317, 53 SOLICITORS' JOURNAL, 558, 78 L. J. K. B. 830) affirmed.

Consolidated appeals by building owners seeking to have a decision of the Tribunal of Appeal restored as to the building-line of property situated on the south side of the Euston-road. The property consisted of old houses which had forecourts. From time to time buildings, mostly one-storey shops, had been erected on the forecourts, and the question arose whether the original building-line—the front of the original houses—remained, or whether the general building-line was now substantially the line formed by front wall of the shops. The superintendent architect disregarded the one-storey shops which had been erected on the forecourts, and gave his certificate that the building-line remained the line of the original main buildings. The Divisional Court upheld the decision of the Tribunal of Appeal to whom the question was referred under Section 25 of the London Building Act, 1894, who had fixed as the general line of buildings the frontage-line of these shops. On appeal by the London County Council, that judgment was set aside by the Court of Appeal (Moulton and Farwell, L.J.J., Bigham, P., dissenting), and the certificate of the superintending



architect was confirmed. The building owners appealed to this House. The respondents were not heard.

Lord LOREBURN, L.C., moved that the appeal should be dismissed with costs on the ground that the permission by the Metropolitan Board of Works in certain cases to erect buildings of one storey beyond the building line did not authorize in other cases the erection of buildings of unrestricted height in place of the one-storey buildings.

The Earl of HALSBURY and Lords ATKINSON and SHAW concurred. Accordingly the order of the Court of Appeal was affirmed.—COUNSEL: Finlay, K.C., Macmorran, K.C., and A. A. Bethune, for appellants; G. A. Russell, K.C., and Dady, for respondents. SOLICITORS, Charles de W. Kitcat; Edward Tanner.

[Reported by ERSKINE REID, Barrister-at-Law.]

## Court of Appeal.

ROGERS v. MARTIN, No. 1, 28th Oct.

LANDLORD AND TENANT—SEIZURE OF GOODS NOT BELONGING TO TENANT—DECLARATION—GOODS ON THE HIRE SYSTEM—EXEMPTION FROM DISTRESS—STATUTORY DECLARATION ACT, 1835—LAW OF DISTRESS AMENDMENT ACT, 1908, ss. 4 (1).

By section 1 of the Law of Distress Amendment Act, 1908, it is provided that "if any superior landlord shall levy, or authorize to be levied, a distress on any furniture, goods, or chattels of" any under tenant, lodger, or "any other person whatsoever not being a tenant of the premises or of any part thereof, and not having any beneficial interest in any tenancy of the premises or of any part thereof, for arrears of rent due to such superior landlord by his immediate tenant, such under tenant, lodger, or other person aforesaid may serve such superior landlord or the bailiff or other agent employed by him to levy such distress with a declaration in writing made by such under tenant, lodger, or other person aforesaid, setting forth that such immediate tenant has no right of property or beneficial interest in the furniture, goods, or chattels so distrained or threatened to be distrained upon, and that" they are "the property . . . of such under tenant, lodger, or other person aforesaid . . . and to such declaration shall be annexed a correct inventory subscribed by the under tenant, lodger, or other person aforesaid of the furniture, goods, and chattels referred to in the declaration; and if any under tenant, lodger, or other person aforesaid shall make or subscribe such declaration or inventory, knowing the same or either of them to be untrue in any material particular, he shall be deemed guilty of a misdemeanour."

By section 4 (1) of the same Act the Act shall not apply "to goods belonging to the husband or wife of the tenant whose rent is in arrear, nor to goods comprised in any bill of sale, hire-purchase agreement, or settlement made by such tenant, nor to goods in the possession, order, or disposition of such tenant by the consent and permission of the true owner under such circumstances that such tenant is the reputed owner thereof."

A piano held by a tenant under a hire-purchase agreement from the plaintiffs was seized for rent.

A member of the plaintiffs' firm signed a declaration which was not in the form prescribed by the Statutory Declaration Act, 1835. The declaration was disregarded by the bailiff, and the plaintiffs sued him to recover the piano or its value.

Held, that the declaration was valid, and that the words "made by such tenant" in section 4 (1) of the Act of 1908 did not render goods exempted by section 1 of the Act liable to seizure, as the words must be read as applying to all that went before—not only to "settlement," but also to bill of sale and hire-purchase agreement.

Decision of Divisional Court (54 SOLICITORS' JOURNAL 477) affirmed.

Appeal by the defendant from a judgment of the Divisional Court (reported 54 SOLICITORS' JOURNAL 478, sub nom. Rogers v. Eungblat & Co.), affirming a decision of the judge of the Edmonton and Wood Green County Court. The plaintiff company were pianoforte manufacturers, and they sued to recover from the defendant a piano or its value, which had been let on hire to a Mrs. Dello, and in respect of which all the instalments of purchase money had not been paid. The piano was taken on to premises at Edmonton—No. 394, Hertford-road, Edmonton—held by Mrs. Dello's husband as tenant. On the 2nd of October, 1909, the landlord of these premises levied a distress for rent by the defendant, a certified bailiff. Under the levy the defendant seized the piano in question. On the 16th of October a partner in the plaintiffs' firm signed a declaration under section 1 of the Law of Distress Amendment Act, 1908, on behalf of the partners in the firm, who were present when he signed, and directly gave him authority to sign. The declaration was not a statutory declaration within the meaning of the Statutory Declarations Act, 1835. In the county court judgment was entered for the plaintiffs, and the defendant appealed. In the Divisional Court counsel for the defendant took four points: (1) That the case was exempted from the operation of the Act by the provisions of section 4 (1), as the goods seized were comprised in a hire-purchase agreement, although not in a hire-purchase agreement "made by such tenant," and that the words "made by such tenant" only referred to the word "settlement," and not to the words "any bill of sale, hire-purchase agreement"; (2) that the piano was in the possession, order or disposition of the tenant by the consent of the true owner under such circumstances that he was the reputed owner of it, and was therefore, by section 4 (1) of the Act, excluded from its operation; (3) that the declaration was not a statutory declaration within the meaning of the Statutory Declarations Act, 1835, and that the declaration under section 1 of the Law of Distress Amendment Act, 1908, must be such a declaration; and (4) that the declaration was not

"a declaration in writing made by such . . . other person aforesaid" within the meaning of section 1 of the Act of 1908, as it was only signed by one partner of the plaintiff firm. The Divisional Court dismissed the appeal. In the Court of Appeal it was submitted that the decision of *Shenstone & Co. v. Freeman* (1910, 2 K. B. 84; 54 SOLICITORS' JOURNAL 477), which decided grounds (1) and (2) of the appeal against the appellant, had been wrongly decided, and in support of that submission it was pointed out that the word "made" was not applicable to a bill of sale or hire-purchase agreement, although it was to the word "settlement," to which latter word the exemption alone was intended to apply. It was said that the defendant was entitled to judgment, however, since the piano was not exempted from the operation of section 1 of the Act of 1908, by section 4 (1) of that Act, and, further, that it was in the possession, order, or disposition of the tenant within the meaning of that sub-section. Without calling on the respondents,

Lord ALVERSTONE, C.J., said that counsel for the appellant had rightly, in his opinion, abandoned the point that a statutory declaration under the Law of Distress Amendment Act, 1908, must necessarily be a statutory declaration within the Act of 1835, and when made in the interest of a firm must be signed by all the partners in the firm. As to the contention on the words "made by such tenant" in section 4 (1) of the Act of 1908, he thought they must be read as applying to all that went before—not only to settlement, but also to bill of sale and hire-purchase agreement. It would be absurd to suppose that goods which were rendered exempt from distress by section 1 of the Act were taken out of the operation of that section by section 4 because money had been raised on them. What was intended by section 4 was that goods were not to have the benefit of section 1 where the tenant had made any arrangement with regard to the goods by way of bill of sale or by way of hire-purchase agreement. The last point—that the piano was in the possession, &c., of the tenant by the consent or permission of the true owner under such circumstances that the tenant was the reputed owner—seemed to him to be disposed of by the authorities.

BUCKLEY and KENNEDY, L.J.J., concurred. Appeal dismissed, with costs.—COUNSEL, Danckwerts, K.C., and Humphrey Williams, for the appellant; Schwabe, for the respondent. SOLICITORS, Herbert Reeves & Co.; H. E. Tudor.

[Reported by ERSKINE REID, Barrister-at-Law.]

## High Court—Chancery Division.

Re W. H. LEWIS (DECEASED), LEWIS v. LEWIS. Warrington, J. 19th Oct.

TRUSTEE—PROFIT OUT OF TRUST—PARTNER AS A TRUSTEE—SALARY AS SALESMAN TO THE FIRM—LIABILITY TO ACCOUNT.

A testator appointed one of his sons to be a trustee of his will, and thereby also nominated the same son to be a partner in the testator's firm as a trustee for himself and other beneficiaries. The son accordingly became a partner on the death of the testator, and agreed with his co-partners to continue an arrangement which had existed in the testator's lifetime under which the son acted as salesman to the firm and received a salary for his services.

Held, following *Re Dover Coal Field Extensions (Limited)* (1903, 1 Ch. 65), that the son was under no obligation to account for the salary to the testator's estate as a trustee, but was entitled to retain it beneficially.

The principal question raised by this summons was whether W. N. Lewis, a son of the testator W. H. Lewis, was entitled to retain for his own use and benefit the salary of £600 per annum payable to him as salesman for the firms of George Insole & Son and the Cymmer Colliery Co. referred to in the will over and above and in addition to the remuneration received by him pursuant to the will as the executor or trustee thereby nominated to succeed the testator as a partner in the said firms, or whether he was bound to account to the testator's estate for such salary. The facts of the case were these. The testator W. H. Lewis died on the 24th of October, 1905. He had in his lifetime been a partner in a firm of George Insole & Son. There were two other partners in that firm—G. F. Insole and Mrs. Aitchison. The business of the firm consisted in managing the property of two colliery companies, Insoles (Limited) and the Windsor Steam Coal Co., and in selling the output of these two collieries. For a number of years prior to the death of the testator his son W. N. Lewis had been employed by that firm to act in the capacity of salesman on their behalf at a salary of £600 per annum. The testator by his will appointed him to be one of his trustees, and by the same will, in pursuance of a power contained in the partnership articles, the testator nominated him to succeed him (the testator) as a partner in the firm—but as a trustee. The testator was one of the managing partners, the other being George Insole, Mrs. Aitchison being a sleeping partner so far as management was concerned. Since the death of the testator, as before, W. N. Lewis had acted as salesman on behalf of the firm of which he was now a member, and he had received up to the present time his salary of £600 per annum, and it had been agreed between himself and his co-partners that he should continue so to act at that salary.

WARRINGTON, J., after detailing the facts and stating that he was satisfied on the evidence that the agreement between W. N. Lewis and the two other partners was not only absolutely *bona fide*, but also that it was to the advantage of the firm that he should act as salesman as theretofore, and that it might be disastrous to the firm should he cease to act in that capacity, proceeded:—Under those circumstances he was asked to find that though as between himself and his co-partners

W. N. Lewis was entitled to receive and retain this salary, yet he must account for it to the trust estate upon two grounds. First, upon the general law regulating the dealings between trustees and their cestui que trust, it was said that this was in the nature of a profit made by him by virtue of his office and by means of the employment of the trust estate, and that therefore it could not be retained by him, but he must account for it as a trustee. Secondly, upon the ground that on the true construction of the will the testator had expressly directed that he should not retain it. For the purpose of considering the first point, which alone is of general interest, it was not necessary to look at the will. The simple facts upon which the case was put, upon general principles, were that the gentleman in question was a trustee; that he was a partner as a trustee; and that he received this remuneration for work done for the partnership firm; and it was said that that came within the rule against a trustee making a profit out of his trust. What was the real position with regard to this salary? It might well be that if you were to analyze the position from the strict legal point of view his position was not that of a servant of the firm; but he was a person who had made an agreement with his co-partners that before the profits were divided he should receive, as one of the ordinary working expenses of the firm for work done by him in earning the profits, that which they treated as a salary, and a salary on exactly the same footing as if it were paid to an outside employee. What was the position of the trust estate? The trust estate was entitled, first, to a share of the profits of the firm after paying the expenses of carrying on the business of the firm. It was further entitled, on a winding-up of the affairs of the partnership, to a share in the proceeds of the realization. In law, on the death of the testator, such interest as the testator had in the items constituting the assets of the firm passed to the surviving partners, though that, of course, did not make any difference to the beneficial interest which the representatives of the deceased partner had in equity when the affairs of the partnership came to be wound-up and the property of the firm divided. Now did W. N. Lewis, in receiving this salary, receive it by virtue of his position as trustee of the testator's estate? His lordship was of opinion that he did not. Did he receive it by virtue of his position as a partner? He did not. It was not by reason of anything which the testator had done that he received it, but in consequence of the agreement which he had made with his co-partners that one of the expenses of the firm should consist of this salary paid to him. There was no authority precisely in point, but the general rule was perfectly well settled by the cases, which required no examination. The only case that came very near the present was *Re Dover Coal Fields Extension (Limited)*. That case did come somewhat near the present case. The facts there were that a certain company held shares in another company, and it transferred some of those shares to one of its own directors. That director held these shares in trust for the company of which he was a director; he was a trustee of them for that company. By virtue of the qualification which those shares conferred on him he became a director of the company whose shares they were, and as director of this company he received certain director's fees. It was contended that he was bound to account for those fees as trustee for the first company. The Court of Appeal said no, for he did not receive those fees by reason of the qualification shares provided for him, or by the use of that of which he was a trustee, but by reason of the bargain between himself and the company of which he became a director that he should receive remuneration for the performance of certain services. So in the present case W. H. Lewis received this salary by reason of the services which he performed for the firm of George Insole & Son, and not by reason of his position as a trustee. His membership of the firm resulted from the appointment of him by the testator as trustee, but the salary resulted not from this, but from the fact that his co-partners had agreed to employ him, and he had chosen to act in the capacity in which that salary was earned. The Dover Coalfields Case was not on all-fours with the present case, but it supported the conclusion at which his lordship had arrived, that the salary was not a profit arising out of the trust, but a remuneration arising independently of the trust, and for work done. There was no reason in law or in good sense why he should be compelled to perform, as from the death of the testator, the services which he rendered gratuitously—that was to say, why he should be compelled to hand over the salary which he had received as salesman, or why in the future he should not continue to act under the arrangement with his co-partners as salesman at this salary. His lordship therefore decided (upon general principles and upon the facts of this case) that he was not liable to account for this salary of £600.—COUNSEL, *Cave, K.C.*, and *P. M. Walters*, for the summons; *J. G. Wood*, for the respondent. *W. N. Lewis*; *Henry Terrell, K.C.*, and *Craig Henderson*, for beneficiaries under the will; *C. H. Carden Noad*, for other parties interested. SOLICITORS, *Downing, Handcock, Middleton, & Lewis; Morley, Shirreff, & Co.*

[Reported by PERCY T. GARDEN, Barrister-at-Law.]

## Solicitors' Cases.

Solicitors Ordered to be Suspended.

- Oct. 28.—**RICHARD DICKINSON**, Bridge-street, Manchester, ordered to be suspended for six months.  
Oct. 28.—**JOHN HENNEL EDGELOW**, 25, Bedford-row, London, W.C., ordered to be suspended for two years.  
Oct. 28.—**ROBERT JOHN WESTERDALE ELDRIDGE**, Yorkshire, ordered to be suspended for three years.

## Probate, Divorce, and Admiralty Division.

In the Goods of **EMIL HEERMAN (DECEASED)**, Bargrave Deane, J.  
31st Oct.

PROBATE—GRANT TO A CREDITOR—NEXT-OF-KIN NOT CITED—COURT OF PROBATE ACT, 1857 (20 & 21 VICT. c. 77, s. 73).

Where a creditor moved for a grant to the estate of a deceased debtor the court allowed a grant to go under section 73 of the Court of Probate Act, 1857, without citing the next of kin on the applicant undertaking to bring the balance of the estate into court.

Motion by a creditor for a grant without citing the next-of-kin of the deceased, Emil Heerman, who died on the 24th of September, 1910. It was stated that during the last years of his life the deceased had informed his landlord that he had no relatives, neither in this country nor abroad. The applicant was a creditor of the estate, and swore to his belief that Heerman had died intestate. The estate comprised £9 at the bank, furniture valued at £10, and twenty-eight Dachshund dogs valued at £112. [DEANE, J.—Has such a grant been made before?] It was contended that a somewhat similar grant had been made in *In the Goods of Frost* (1905, P. 140), where a person with a remoter claim was preferred. Alternatively, the applicant asked for a grant *ad colligenda*, for the assets had to be collected, debts paid, and the dogs disposed of and attended to. The relatives of the deceased (if any) had been advertised for, but without result. The applicant had given notice to the Treasury, and a reply had been received to the effect that having regard to the condition of the estate the Treasury solicitor did not propose to interfere. Counsel also referred to *In the Goods of Ashley* (15 P. D. 120).

BARGRAVE DEANE, J., said that, having regard to the special circumstances of the case, he thought it would be preferable to deal with the estate by a grant under section 73 rather than by a grant *ad colligenda*. He would allow the grant to go to the creditor, but the applicant must undertake to bring the balance of the estate into court in order to safeguard the Treasury.—COUNSEL, *R. M. Middleton*. SOLICITOR, *E. Stuart Richards*.

[Reported by DIOSY COTES-FREEDY, Barrister-at-Law.]

## Bankruptcy Cases.

*Re* **FREDERICK AND JULIA JONES**. *Ex parte* **THE OFFICIAL RECEIVER**. Phillimore and Scrutton, JJ. 25th and 26th Oct.

BANKRUPTCY—BILL OF SALE—FRAUDULENT CONVEYANCE—CONSIDERATION—DEFESAUNCE—JURISDICTION OF BANKRUPTCY COURT—BANKRUPTCY ACT, 1883, ss. 4 (1) (b), 10—BILLS OF SALE ACTS, 1878, s. 10 (3); 1892, s. 8.

Where A. had borrowed a sum of money from B., and lent the same to himself and his co-trustee C., and A. and C. had given a bill of sale to B. to secure the loan, it was held that the consideration was truly stated as a loan from B. to A. and C. A. and C., prior to the granting of the bill of sale, had given mortgages of leaseholds to B. to secure the same loan.

Held, that the mortgages did not operate as a defeasance of the bill of sale.

Appeal from a decision of his Honour Judge Tindal Atkinson, sitting in the county court at Edmonton. In 1904 Frederick Jones, a butcher at Enfield, died, leaving his property and business to his widow, Julia, and one Deering as trustees, with power to carry on the business and pay the profits to his widow; and with ultimate trusts for the infant child. In 1907 the step-father of the widow, also called Frederick Jones, was empowered by an order of the Chancery Division to lend £250 to the business, and on his lending such sum Deering was to retire and Frederick Jones was to take his place as trustee. Frederick Jones had no money of his own, so he borrowed the £250 from his wife, Julia Jones, the elder, mother of the widow, and lent it to the business in February, 1908. He became trustee on the 9th of April, 1908, and on the 27th of April Frederick Jones and the widow, as trustees, gave a mortgage of leaseholds to Frederick Jones personally to secure the said sum of £250. On the 29th of April Frederick Jones transferred the said mortgage to his wife, Julia, the real lender of the money. On the 1st of May a further sum of £90 was lent to Frederick Jones by his wife, and by him to the trustees. As before, a mortgage was given to Frederick Jones, and transferred by him to his wife, but on this occasion she exacted from the trustees a promise that they would give her a bill of sale whenever she demanded it. The first mortgage was repayable on the 27th of July, the second on the 1st of August. During the summer a further advance of £50 was made by the elder Julia Jones without security. In December the trustees required a further loan of £34 to buy Christmas stock, but Julia Jones, the elder, insisted on getting a bill of sale over the chattel assets of the trustees before she would lend the £34, and accordingly, on the 23rd of December, the trustees granted a bill of sale, in which the consideration was stated to be the sums of £250, £90, and £50, already due and owing from Frederick and Julia Jones to Julia Jones (the elder), and the sum of £34 now paid by Julia Jones (the elder) to Frederick and Julia Jones. On the 15th of February, 1909, a receiving order was made against Frederick and Julia Jones, they were adjudicated bankrupt, and the official receiver became trustee. On the same day Julia Jones, the



elder, appointed a receiver under her mortgages. The chattels comprised in the bill of sale remained in the possession of the debtors. Notice of the receiving order was given to Julia Jones, the elder, who in reply gave notice that she claimed the goods, but she did not seize them, and in May, 1909, the landlord distrained upon them for rent. On the 11th of May Julia Jones, the elder, bought about three-fourths of the goods claimed by her under the bill of sale from the bailiff, and the landlord was paid out. The official receiver then moved to set aside the bill of sale on the grounds that it was a fraudulent conveyance under the Bankruptcy Acts, that the consideration was not truly stated, and that the mortgages operated as a defeasance of the bill of sale. The county court judge held that the bill of sale was not a fraudulent conveyance, but set it aside on the grounds that the consideration was not truly stated, the loans having been made by Julia, the elder, to Frederick, not by Julia, the elder, to Frederick and Julia, the younger, as recited in the bill of sale. He also held that the mortgages operated as a defeasance of the bill of sale; further, that the claimant was not entitled to the goods bought by her from the bailiff, because she had previously converted them by claiming them against the official receiver. The claimant appealed. Counsel for the appellant contended that the recital of the consideration in the bill of sale gave the true business effect of the transaction; that the bill of sale might be a defeasance of the previous mortgages, but that the mortgages had no effect on a subsequent bill of sale. He also pointed out that proceedings had been taken in the wrong court, for the chattels claimed were all trust property, and could only be got at by an administration action in the Chancery Division. He was then stopped by the court. Counsel for the respondent contended that, the bankrupts having made advances to the business, were entitled to an indemnity against the chattels, and that this right passed to the official receiver, who was thus entitled to enforce it in the Court of Bankruptcy, and cited *Jennings v. Mather* (1902, 1 K. B. 1). The court were of opinion that the official receiver should have brought an action to enforce such right, but counsel for the appellant consented to the jurisdiction to save expense. Counsel for the respondent then argued in support of the points decided in his favour in the county court, and further contended that the bill of sale was a fraudulent conveyance, as the granting thereof had been postponed in order not to affect the credit of the grantors.

PHILLIMORE, J., after stating the facts, came to the following conclusions: (1) That the bill of sale was not a fraudulent conveyance, because both parties were acting in good faith when they agreed to postpone the granting of the bill of sale, and because there was the consideration of a further present advance of £34 to enable the business to be carried on. (2) That the consideration was truly stated, for the real truth was that Julia, the elder, had lent the trustees all the sums recited in the bill of sale. (3) That the bill of sale, which provided for payment by instalments, might well be a defeasance of the mortgages, which provided for payment in full on dates anterior to the execution of the bill of sale, but that the mortgages in no way defeated the bill of sale. (4) That there had been no conversion by the claimant of the chattels bought by her from the bailiff. She had merely given notice of her claim to them, but had never been in possession of them, therefore it was not her fault that they were seized. (5) That the proceedings were misconceived, as the chattels were trust property, and therefore did not pass to the trustee. *Jennings v. Mather* had been cited to show that trustees have a lien on the trust property for money lent to the trust business, and that this right is property which passes to the trustee in bankruptcy; but the truth is that trustees cannot be said to have more than a right in the nature of a lien, and that conceivably this right may pass to the trustee in bankruptcy, but it is a right to keep, not to recover, property, and, not having got possession of the property, he could not have a lien upon it.

SCRUTTON, J., after stating the facts, concluded that he would have held the bill of sale to be a fraudulent conveyance had it not been for the advance of the further sum of £34, with the intention that it should be used in carrying on the business. He concurred with Phillimore, J., on points (2), (3), and (4), but on (5) he differed, being of opinion that the Court of Bankruptcy had jurisdiction to try the question under the terms of section 102 of the Bankruptcy Act, 1883. It was a claim by the trustee to rights over property which it might be expedient for the court to decide for the purpose of doing complete justice; and if it were a claim not arising out of the bankruptcy there had been no objection to the jurisdiction taken in the county court, and all parties to the proceedings must be deemed to have consented thereto. Appeal allowed.—COUNSEL, *Hansell; Givven*. SOLICITORS, *P. G. Vanderpump; Minet, Pering Smith & Co.*

[Reported by P. M. FRANKS, Barrister-at-Law.]

## Court of Criminal Appeal.

REX v. SPATLING. 17th and 24th Oct.

CRIMINAL LAW—PROBATION OF OFFENDERS—CONVICTION ON INDICTMENT—RELEASE ON RECOGNIZANCES UNDER PROBATION OF OFFENDERS ACT, 1907—BREACH OF CONDITION OF RECOGNIZANCE—OFFENDER BROUGHT BEFORE COURT OF TRIAL—POWER TO SENTENCE—PROBATION OF OFFENDERS ACT, 1907 (7 ED. 7, c. 17), ss. 1 (1) (2), 6 (1 to 5)—LARCENY ACT, 1861 (24 & 25 VICT. c. 96), s. 117.

S. was convicted on indictment and was required to enter into recognizances under section 1 (2) of the Probation of Offenders Act, 1907, to appear for sentence when called upon. On S. committing a breach of a condition of the recognizance, he was brought before the court of

trial when the point was taken that the court had no power to sentence him.

The Court of Criminal Appeal expressed the opinion that section 6 (5) of the said Act did not apply to the case, but only to cases where a court of summary jurisdiction had acted under section 1 (1) of the Act. But they

Held, that the court where S. was convicted on indictment had, apart from any provision in the said Act, the power to pass sentence on S. Held, also, that section 117 of the Larceny Act, 1861, did not apply to the case.

Case stated by a chairman of quarter sessions for the Court of Criminal Appeal. The facts of the case appear from the considered and written judgment of the court which was read by Pickford, J. By section 6 (5) of the Probation of Offenders Act, 1907, "A court before which a person is bound by his recognizance to appear for conviction and sentence, on being satisfied that he has failed to observe any condition of his recognizance, may forthwith, without further proof of his guilt, convict, and sentence him for the original offence."

PICKFORD, J.: The appellant in this case was convicted at the Somerset Quarter Sessions of larceny, and was required to enter into recognizances under the Probation of Offenders Act, 1907 (7 Ed. 7, c. 17), s. 1, sub-section 2, to appear for sentence when called upon. The recognizance contained conditions authorized under the circumstances by the Act, and for a breach of one of these conditions the appellant was called upon to appear before the quarter sessions for sentence. It was not disputed that he was properly brought before the court, under section 6 of the Act, but it was contended that there was no jurisdiction to pass sentence on him, because section 6, sub-section 5, of the Act only applied to persons bound over to appear for conviction and sentence, and does not apply to a person bound over to appear for sentence only. Section 1 of the Probation of Offenders Act contemplates two classes of cases. Sub-section 1 applies to persons tried before a court of summary jurisdiction, and empowers the court, if it thinks that the charge is proved, without proceeding to conviction, to require the prisoner to enter into recognizances to appear for conviction and sentence when called on. Sub-section 2 applies to persons convicted on indictment and enables the court to require them to enter into a like recognizance to appear for sentence only. Section 6, sub-sections 1 to 4, provides that a prisoner bound over to appear for conviction or sentence may be brought before the court, and sub-section 5 empowers the court to convict and sentence a prisoner bound over to appear for conviction and sentence without further evidence. It was contended that the substitution of the word "and" for the word "or" showed that this sub-section was intended only to apply to the class of cases contained in section 1, sub-section 1, and that, therefore, there was no power to sentence this appellant. For reasons given hereafter, we think it very likely that sub-section 5 was only intended to apply to that class of cases, but we think that, whether that be so or not, the court had jurisdiction, apart from any special provision of the Probation Act, to pass sentence. We think that, apart from any statutory provisions, the court of quarter sessions had power to bind over the appellant to appear for sentence when called upon. It was not, and could not be, denied that the court had power to sentence him at the time he was convicted. We think it equally clear that it had power to postpone sentence till a future day. It also had power to release him on bail on his own recognizances. To bind him over to appear for sentence when called upon, is only to postpone sentence, and in the meanwhile release the prisoner on bail. This power has constantly been acted upon, and we see no reason to doubt that it exists, and that the jurisdiction to pass sentence still remains in the court. We must not, however, be taken to decide that the court can postpone sentence *sine die* against the will of the prisoner. In this case the appellant was bound over under the provisions of the Probation Act. Such provisions may confer a larger power of inserting conditions than existed before, but they cannot, in our opinion, divest the court of the jurisdiction to pass sentence which it possessed independently of the Act. We think, therefore, that it is immaterial whether section 6, sub-section 5, of the Probation Act applies to this case or not. We were referred to the Larceny Act, 1861 (24 & 25 Vict. c. 96), s. 117, but it does not seem to us to apply to this case, as it gives power to make the requirement to enter into recognizances a part of the sentence of the court in lieu of, or in addition to, punishment by way of fine or imprisonment. It seems to us, however, that in all probability sub-section 5 was not intended to apply to this case, but only to cases under section 1, sub-section 1, and that it was considered unnecessary to confer a special power to pass sentence in cases like the present, because it was recognized that such power already existed. In cases under section 1, sub-section 1, which are tried before a court of summary jurisdiction, it must be remembered that before the court can pass sentence it must convict the prisoner. Although the court before which he is brought for a breach of his recognizance may be the same court, it may consist of members other than those who were present on the day of trial, and it may very well have been considered that they could not, in the absence of special provisions, convict a prisoner without having evidence before them to prove the original charge, while in the case of a convicted prisoner no such difficulty could arise. This view is strengthened by the fact that the Probation of First Offenders Act, 1887 (50 & 51 Vict. c. 25) (repealed by the Probation of Offenders Act, 1907), which dealt only with convicted prisoners such as are mentioned in section 1, sub-section 2, of the Act of 1907, contained no express power to pass sentence and assumed the existence of the jurisdiction which we have held to exist. In section 2, sub-section 2, that Act

provides for the course to be pursued if the offender be not brought forthwith before the court having power to sentence him, and provides that he may be remanded until the sitting of a court having power to deal with his original offence. The court mentioned in that sub-section is not defined, but it can only be the court before which he was tried, and the jurisdiction of that court to pass sentence seems to be assumed. We think, therefore, that section 6, sub-section 5, was probably added for the purpose of providing for a new class of cases introduced by that Act, and purposely refrained from dealing with other cases, but that there was power to pass sentence apart from that section altogether. The case must be remitted to the quarter sessions that sentence may be passed on the appellant.—COUNSEL, for the appellant, *C. T. Carr*; for the Crown, *C. A. S. Garland*. SOLICITORS, *The Registrar of the Court of Criminal Appeal*; *Gibson & Weldon* for *C. O. Bennett*, Bruton.

[Reported by C. G. MORAY, Barrister-at-Law.]

## Law Students' Journal.

### The Law Society.

#### PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on October 12 and 13, 1910:—

Arundel-Smith, Harold Edward	Little, Richmond Holme
Beech, John Leslie	Long, Frank Lawrence
Belk, Eric Herbert	Lupton, Gilbert
Blackburn, Ernest Charles William	Lynn, Charles Radfirth
Carden, Darcy	Marshall, John Woodall
Carlyon-Britton, Raymond Carlyon	Martin, William James Royle
Catlow, Walter Noel	Morgan, Bertram William Price
Cottrell, Fothergill William Swinfen	Pearce, Arthur Carlton
Dunning, Bertram Richard	Potter, Arthur Cyril
Fiennes-Clinton, Henry	Pozzi, Frederick William
Gordon, Colin Graham	Price, John James
Gothorp, Francis	Proctor, William
Guest, William Arthur	Robinson, Harold
Hallett, Leonard James	Smith, Vivian
Haworth, Leonard	Spottiswoode, Arthur
Inglis, Lionel Harry Reed	Symonds, John Dudley Barker
Jevons, Frederick Reddish	Tarelli, Charles Camp
Jones, Hugh Bird	Taylor, Edward Mallalieu Brooke
Jones, Thomas Richard	Thomas, Arthur Latimer
Large, Ernest Charles	Thomas, Donald Woodroffe
Lightbound, Joseph Benedict	Turton, Cecil William
Bradley	Wright, Robert Henry

Number of candidates, 75; passed, 43.

The following candidates are certified by the examiners to have passed with distinction, and will be entitled to compete at the Studentship Examination in July 1911:—

Belk, Eric Herbert	Tarelli, Charles Camp
Little, Richmond Holme	Thomas, Arthur Latimer
Spottiswoode, Arthur	Wright, Robert Henry

By Order of the Council,

S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, October 28, 1910.

### Law Students' Societies.

**LAW STUDENTS' DEBATING SOCIETY.**—Nov. 1.—Chairman, Mr. G. E. Shrimpton.—The subject for debate was: "That this House regrets the tendency in modern political life to Republicanism." Mr. J. Varley opened in the affirmative; Mr. H. G. Meyer opened in the negative. The following members continued the debate: Messrs. Wates, Vere-Bass, Melville, Shearn, Bartlett, Burgis, Coe, Pleadwell, Jones, H. F. Rubinstein, Bozall, and Batley. The motion was carried by four votes.

**BIRMINGHAM LAW STUDENTS' SOCIETY.**—Nov. 1.—A meeting of the above society was held at the Law Library, Bennetts Hill, Seward James, Esq., in the chair, when the following moot point was debated: "A. is a director of a company at a salary of £100 per annum. There are three directors, and they retire annually in rotation, but are eligible for re-election. The directors are under a covenant with the company not to carry on a similar business or solicit the company's customers for a period of three years after ceasing to be directors. A compulsory winding up order is made against the company in the same year that A. in due course would retire. A. thereupon commences business and solicits orders from the company's customers. The liquidator of the company sues for specific performance. Will he succeed?" Mr. T. H. Ekins opened in the affirmative, and was supported by Messrs. J. D. Sampson, W. W. C. Gell, T. H. Knight, H. D. Price, and Maurice I. Clutterbuck. Mr. O. F. Gloster opened in the negative, and was supported by Messrs. W. J. Blackham, A. Upton, R. W. Frazier, E. C. C. Clarke, P. M. Kerwood, D. E. Ward, and H. F. Bensly. After the openers had replied, the chairman summed up and put the question to the meeting. The motion was lost by 13 votes to 6.

The directors of the Alliance Assurance Company (Limited), at their meeting on Wednesday, the 2nd inst., declared an interim dividend, payable on the 5th January, 1911, of 5s. per share, less income tax.

## Obituary.

### Mr. E. C. Harvie.

We regret to announce the death of Mr. Edgar Christmas Harvie, solicitor, formerly the senior partner in the firm of Minet, Harvie, & May, solicitors, of No. 4, King William-street, E.C. Mr. Harvie was admitted in 1864, and for a great many years carried on a large partnership business. He was a man of much business ability and of uncommon devotion to the interests of his clients. For some time he had been suffering from heart complaint, and two or three years ago retired from practice.

### Mr. T. Lupton.

The death is announced of Mr. Thomas Lupton, solicitor, of Nos. 37 and 39, Essex-street, Strand, London, at the great age of ninety years. He was admitted in 1849, and was in the *Law List* up to the time of his death. He is stated by the *Times* to have been a son of Lupton, the engraver of many of Turner's pictures, and a brother of Mr. Nevil Oliver Lupton, the landscape painter.

## Legal News.

### Changes in Partnerships.

#### Dissolutions.

**CHARLES DAUNCEY and WILBERFORCE RICHMOND DAUNCEY**, solicitors (C. Dauncey & Son), Tredegar. Oct. 1. [*Gazette*, Oct. 28.]

**ALFRED CLARE and PERCY NOEL BINNS**, solicitors (Conquest, Clare, & Binns), Bedford. Oct. 15. The business will be carried on in the future by the said Percy Noel Binns, under the style or firm of Conquest, Clare, & Binns at the same address.

**THOMAS ALFRED HOWES-SMITH and WALTER TOTTLE**, solicitors (Howes-Smith & Tottle), Eekington. Dec. 31, 1909.

**JOHN EDWARD PHILLIPS and GEORGE SMITH HERSHELL**, solicitors (Phillips & Herschell), 179, Gresham-house, Old Broad-street, London. Sept. 30. [*Gazette*, Nov. 1.]

### Information Wanted.

**LOST MARRIAGE SETTLEMENT.**—Any one acquainted with the whereabouts of a settlement dated in 1871, executed on the marriage of William Fawcett Brunsell and Annie Elliot (subsequently Annie Irwin and now deceased) is requested to communicate with Snow, Fox, & Higginson, 7, Great St. Thomas Apostle, London, E.C.

### General.

Clifford's Inn has been purchased as a home for the Society of Knights Bachelor.

It is stated that the late Mr. Jason Smith bequeathed a life annuity of £40 to his "friend and clerk, Mr. Hewson."

It is announced that the Chancellor of the Duchy of Lancaster has appointed a Departmental Committee, consisting of Lord Mersey (chairman), Mr. R. A. McCall, K.C., the Attorney-General of the Duchy, and Mr. Frederick Maddison, to inquire into the practice, procedure, and area of jurisdiction of the Court of Record of the Hundred of Salford.

A portrait of Dr. Kenny, Downing Professor of the Laws of England, which has been painted by Mr. Clegg Wilkinson and subscribed for by past and present members of Downing College, has, says the *Times*, been presented on their behalf by the Rev. J. C. Saunders, Senior Fellow. The Master, in the name of the governing body, accepted the painting, which will be hung in the College Hall.

In the case of *Wyler v. Lewis*, before the House of Lords, on the 26th ult., says the *Times*, the trial before Phillimore, J., occupied thirty-three days, and the appeal to the Court of Appeal eighteen days. The printed matter in the House of Lords filled eleven good-sized volumes. The present appeal is the culmination of a series of litigations carried on for the last twenty years. There have also been law proceedings in Portugal.

In a recent case in Illinois, says the *American Law Review*, the plaintiff had contracted with an aged woman patient to furnish her with such medical attendance as should be required during her lifetime for 100,000 dollars, payable in ten annual instalments after her death. The Probate Court refused to allow the claim, but an appeal being taken to the Supreme Court the latter held such a contract not to be against public policy, and said:—"It cannot be seriously contended but that, in order to comply with the terms of this contract and be entitled to receive the benefit of it, the appellant was bound to give Mrs. McVicker the best treatment within his power and skill and to prolong her life as long as possible. Should he fail to do this, either through neglect, by wilfully treating her in an improper manner or by directly causing her death, appellant would be unable to recover upon the contract. This contract does not contemplate the commission of a crime or the doing of anything which is unlawful or contrary to good public morals."



In giving judgment in a case under the Summary Jurisdiction (Married Women) Act, 1895, Mr. Justice Bargaive Deane said, according to the *Times*, that the way in which separation orders made by magistrates were drawn up was very serious. The printed forms were repeatedly filled in without crossing out the alternative charges which had not in fact been found proven. Although in this case only cruelty was alleged, the order recited that desertion and neglect had been proved. It was in consequence quite impossible to tell what charge had really been proved upon which the order had been made; and the order was valueless. Great care should be exercised in drawing up these orders, which affected so materially the lives of married people.

Mr. R. S. Fraser, writing to the *Times* on the Judicial Trustee, says that "the Scotch system of Judicial Trustee secures all the advantages appertaining to the office of Public Trustee, but in addition distributes among men possessing master minds, such as chartered accountants and factors, the duties which in the office of the Public Trustee are necessarily delegated to clerks, whose ability and experience, if measured by the modest stipends they receive, leave much to be desired. Needless to remark, the Public Trustee Act does not extend to Scotland. . . . The wish may be father to the thought that the Judicial Trustee Act, 1896, may prove a dead letter. I have personally served the office of Judicial Trustee without experiencing the need for successive applications to the court, as under that Act the directions of a judge on points presenting difficulty are obtainable without recourse to judicial proceedings. The expense of administration by a Judicial Trustee who brings to the discharge of his duties a full measure of personal attention and experience may be greater than that attending inadequacy of attention and inefficiency of service, but it is, I submit, of less importance than to neglect the old proverb which men of experience observe—'Not to be a penny wise and a pound foolish.' I would wish to extend to the present Public Trustee ungrudging appreciation of his work, which he would seem to admit is largely personal and experimental, but his office fails to present those guarantees for thoroughness which the successful conduct of business renders indispensable, whereas under the Scotch system thoroughness is the keynote, and is, I confidently assert, almost invariably secured. It would be contrary to precedent for solicitors to state in advance the number of wills prepared by them, in which directions are contained for adopting the Judicial Trustee Act, but the utility of inserting such a clause should be obvious, whilst the practice of so doing is, I venture to think, destined to become general."

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustration description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JONES.	Mr. Justice SWINFEN EADY.
Monday, Nov. 7	Mr Church	Mr Synges	Mr Bloxam	Mr Goldschmidt
Tuesday .....	8 Theed	Church	Farmer	Synges
Wednesday .....	9 Bloxam	Theod	Leach	Church
Thursday .....	10 Farmer	Bloxam	Borror	Beal
Friday .....	11 Leach	Farmer	Beal	Bloxam
Saturday .....	12 Borror	Leach	Groswell	Farmer

  

Date.	Mr. Justice WASHINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVE.
Monday, Nov. 7	Mr Borror	Mr Theed	Mr Leach	Mr Groswell
Tuesday .....	8 Beal	Bloxam	Borror	Goldschmidt
Wednesday .....	9 Groswell	Farmer	Beal	Synges
Thursday .....	10 Goldschmidt	Leach	Groswell	Church
Friday .....	11 Synges	Borror	Goldschmidt	Theod
Saturday .....	12 Church	Beal	Synges	Bloxam

## Winding-up Notices.

London Gazette.—FRIDAY, OCT. 29.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

A. T. SIMS, LTD.—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Richard Seymour Cobley, 27, Southampton st, Strand. Hutchison & Cuff, Lincoln's inn, solicitors for the liquidator.

CENTRAL MOTOR TRANSPORT CO, LTD (IN LIQUIDATION)—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Walter Southwood Smith, St Bartholomew chambers, 61, West Smithfield. Hind & Co, Chancery ln, solicitors for the liquidator.

GRANT WISCHNETTE EXPLORATION SYNDICATE, LTD—Petn for winding up, presented Oct 26, directed to be heard Nov 8. Humphries & Co, Basinghall st, solicitors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 7.

INDUSTRIAL INSURANCE ASSOCIATION, LTD—Petn for winding up, presented Oct 25, directed to be heard Nov 8. Castle, King st, Chesapeake, solicitor and petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 7.

MERTONS REWARD GOLD MINING CO, LTD—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Edgar Protheroe Jones, Salisbury House, London wall, liquidator.

NATIES INDUSTRIES, LTD—Petn for winding up, presented Oct 20, directed to be heard Nov 8. Gore, Somerset House, solicitor of Inland Revenue. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 7.

OSTON'S BASKET WORKS, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Nov 15, to send their names and addresses, and the particulars of their debts or claims, to Samuel Arthur Dove and George Graham Poppleton, 25, Corporation st, Birmingham, liquidators.

SHIP "CELTIC QUEEN," LTD—Creditors are required, on or before Nov 30, to send their names and addresses, and particulars of their debts or claims, to J. T. Hughes-Jones and S. E. Roberts, 15, Water st, Liverpool, liquidators.

THOMAS SUMNER & SONS (LIVERPOOL), LTD—Creditors are required, on or before Nov 19, to send their names and addresses, and the particulars of their debts or claims, to J. Merrett Wade, 6, Fenwick st, Liverpool, liquidator.

THORNTON & CREBBIN, LTD—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to James Herbert Haley, 29, Tyrral st, Bradford. Wade & Co, Bradford, solicitors for the liquidators.

#### UNLIMITED IN CHANCERY.

30TH CENTURY EQUITABLE FRIENDLY SOCIETY—Petn for winding up, presented Oct 20 directed to be heard Nov 8. Kennedy & Co, Abchurch ln, solicitors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 7.

London Gazette.—TUESDAY, NOV. 1.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

B.E.A. SYNDICATE, LTD—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Robin Bawtree, 31, Mining ln, liquidator.

DYER'S FIELD MANUFACTURING CO, LTD—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to John Hall, 31, Dyer st, Kirkham. Gaudier, Albert sq, Fleetwood, solicitor for the liquidator.

GRAIN ELEVATING AND AUTOMATIC WRIGHTING CO, LTD—Petn for winding up, presented Oct 31, directed to be heard at St. George's Hall, Liverpool, Nov 14. Collins & Co, Castle st, Liverpool, solicitors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 13.

HALLS IRON CO, LTD.—Petn for winding up, presented October 22, directed to be heard at Croydon, Nov 17, at 10.30. Edridge & Newnam, High st, Croydon, and Queen Victoria st, solicitors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 16.

STEAMSHIP "CAMPERDOWN" CO, LTD.—Creditors are required, on or before Dec. 1, to send their names and addresses, and the particulars of their debts or claims, to Edwin Nye, 89, Bishopsgate at Widin, liquidator.

U. B. SYNDICATE, LTD—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts or claims, to Robin Bawtree, 31, Mining ln, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, OCT. 29.

MERTONS REWARD GOLD MINING CO, LTD.  
NORBURYS, LTD.  
VICTORIAN MINING CO, LTD.  
SURREY VAUDVILLE THEATRE, LTD.  
SAILING SHIP "LYDESHORN" CO, LTD.  
SUCCESS VACUUM, LTD.  
NEW GREAT WHEAL FORTUNE SYNDICATE, LTD.  
WORKINGTON ARTILLERY DRILL HALL CO, LTD.  
BICKERTON ENGINE SYNDICATE, LTD.  
E. WATSON, LTD.  
NORFOLK HOUSE SYNDICATE, LTD.  
BRITISH CHINA STONE CO, LTD.  
SYNCHRONIZED ELECTRIC CLOCK CO, LTD.

London Gazette.—TUESDAY, NOV. 1.

MORGANS' (HEREFORD), LTD.  
STEAMSHIP "CAMPERDOWN" CO, LTD.  
U. B. SYNDICATE, LTD.  
B. E. A. SYNDICATE, LTD.  
PAPER DRYING CO, LTD.  
SALTER & WHITE, LTD.  
W. E. WOODS GREAT PEPPERMINT CURE CO, LTD.  
COFFMORTHE AND DISTRICT WORKING MEN'S SOCIAL CLUB CO, LTD.  
URUGUAY MINING SYNDICATE, LTD.  
GEORGE SMITH & CO, LTD.  
GOLDEN RHODESIA, LTD.  
CITY AND COUNTY DEVELOPMENTS, LTD.  
SHOWELLS STOCKPORT BREWERY, LTD.  
DANFORTH AND COUNTY GAZETTE, LTD.  
WILLIAM VACUUM & SON, LTD.  
TOULMARTY HALL SKATING RINK CO, LTD.  
JEO. RUSSELL, JONMARTER, LTD.

## The Property Mart.

### Forthcoming Auction Sales.

Nov. 8.—Messrs. DEBENHAM, TAYLOR, RICHARDSON & Co., at the Mart, at 2: Freehold Residences (see advertisement, page xlii, Oct. 29).

Nov. 8.—Messrs. EDWIN FOX, BOUSFIELD, BURNETTS & BADDLEY, at the Mart, at 2: Business Premises (see advertisement, back page, Oct. 15).

Nov. 10.—Messrs. TREASIDDER & Co., at the Mart, at 2: Freehold Shops (see advertisement, back page, Oct. 15 and 1 this week).

Nov. 11.—Messrs. KNIGHT, FRANK, & RUTLEY, at the Mart, at 2: Leasehold Investments (see advertisement, page 24, Oct. 29).

Nov. 12.—Messrs. EDWIN FOX, BOUSFIELD, BURNETTS & BADDLEY, at the Mart, at 2: Business Premises and Ground Rent (see advertisement, page xv, Oct. 29, and back page, this week).

Nov. 16.—Mr. FREDK. W. FIELD, at the Mart: Freehold Investments (see advertisement, back page, this week).

Nov. 17.—Messrs. BEDFORD & Co., at the Mart, at 2: Freehold and Leasehold Investments (see advertisement, page xv, Oct. 29).

Nov. 24 and 25.—Messrs. SIMMONS & SONS, at the Mart: Freehold Ground Rents and Residences (see advertisement, back page, this week).

Dec. 6.—Messrs. HAMPTON & SONS, at the Mart: Residential Flat Property (see advertisement, page xv, Oct. 29).

## Result of Sale.

## REVERSIONS.

Messrs. H. E. FORTER & CRANFIELD held their usual Fortnightly Sale (No. 918) of the above-named interests, at the Mart, Tokenhouse-yard, E.C.O., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £1,925 1—

ABSOLUTE REVERSIONS—	
To £254 Colonial Stock	... Sold £290
To £1,788 10s. India Stock	... .. £860
To £400	... .. £175

## Creditors' Notices.

### Under Estates in Chancery.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, OCT. 21.

FARP, THOMAS, Newark upon Trent, Maltravers Nov 30 Mundella v Karp, Joyce, J. Hodgkinson, Newark upon Trent  
 KEAR-SMITH, SIR CHARLES DEAN, South st, Park in. Nov 25 Rich & Drysdale v Shield, Swinfin Eady, J. Freeman, 8-cuth sq, Gray's inn  
 MILLER, SAMUEL, High st, Camden Town Nov 21 McArthur Nash & Co v Miller, Parker, J. Jessup, Golden sq  
 PAGET, IMA BLANCHE GEORGE, Sea View, Isle of Wight Nov 30 Bacon v Paget, Warrington, J. Chester & Co, Bedford row

London Gazette.—FRIDAY, OCT. 29

SAVAGE, WILLIAM FREDERICK, Kingston on Thames Nov 40 Savage v. Savage, Warrington and Parker, JJ Carter, Kingston on Thames  
 CANE, HOWARD, Belvedere, Kent Nov 25 General Apothecaries Co (Lim.) v. Cane, Parker, J. Bartlett, New sq, Lincoln's inn

London Gazette.—TUESDAY, NOV. 1.

BUCKLEY, SIR EDMUND, Bart, Aberlorman, nr Bala, Merioneth Nov 30 Buckley v Buckley, Parker, J. Brown & Co, Chester  
 WEST, JANE ELIZABETH, Hove, Sussex Dec 2 Hodgkinson v West, Swinfin Eady, J. Bartlett, Brighton

## Under 22 &amp; 23 Vict. cap. 35.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, OCT. 28.

ANDERSEN, ANDERS PETER, Newcastle upon Tyne, Shipbroker Dec 15 Gl'son & Co, Newcastle upon Tyne  
 BARNES, DANIEL, Wigton, Cumberland Nov 26 Lasonby & Strong, Wigton  
 BAXTER, JAMES, Boundary rd, St John's Wood, Grocer Nov 20 Potter & Co, Malda vale  
 BINNS, ELIZA GRACE, Birkdale, Lancs Dec 9 Pencock & Co, Liverpool  
 BIRD, JOSEPH, Wollacote, nr Stourbridge Dec 1 King & Sons, Stourbridge  
 BOTTOM, FRANCIS, Millhouses, Sheffield Nov 28 Smith & Co, Sheffield  
 BRACY, LOUISA JANE, Wedmore, Somerset Nov 30 Stones & Co, Finsbury circus  
 CARLAW, DR HENRY, Wokingham, Berks Nov 30 Biddle & Co, Aldermanbury  
 CASTLE, CHARLOTTE, Broadstairs, Kent Dec 10 Allen & Son, Carlisle st, Soho  
 CHRISTOPHER, JOHN THOMAS, Marlboro rd, Kensington, FRIBA Dec 7 Wolfe & Co, Suffolk st, Pall Mall East  
 COLE, NEHEMIAH, Worcester, Farmer Dec 12 Byrch & Co, Nvesham  
 COLLINGBORN, JOHN, Wantage, Berks, Farmer Dec 2 Forrester & Co, Malmesbury  
 CORY, JOHN, Duffryn, nr Cardiff, J.P., DL Jan 25 Johnsons & Co, New sq, Lincoln's inn  
 COTCH, STEPHEN, Kingston Hill, Surrey Nov 24 Tippetts, Maiden in  
 CRAVEN, JANE, Roundhay, nr Leeds Dec 10 Middleton & Sons, Leeds  
 DAVIES, ROBERT OWEN, Waro, Herts Nov 20 Russell & Arnhol, Gt Winchester st  
 DAVIES, THOMAS EDWARD, Cardigan Dec 24 George & Co, Cardigan  
 DICKSON, HAMILTON CAMPBELL, Lagoons Delucca, Queensland, New South Wales, Farmer Nov 26 Blyth & Co, Gresham House  
 DURRANT, WILLIAM HOWARD, Beulah hill, Upper Norwood Dec 1 Biddle & Co, Aldermanbury  
 FARMAN, SAMUEL, Nevron p, Earl's Court Dec 10 Farman, High Holborn  
 GREENWOOD, JOSEPH ROBINSON, Blackpool Dec 8 Rigby, Manchester  
 HILL, NATHANIEL, Kings n, Portsmouth Nov 30 Joyce, Newport, I of W  
 HILL, SAMUEL, Liverpool, Printer Dec 1 Thomas & Co, Liverpool  
 HILTON, REV. ALFRED GILES, Ventnor, I of W Nov 30 Osborne & Co, Bristol  
 HOLBOROW, GERALD WILLIAM ROBERT LONG, Sherston, Wilts, Farmer Dec 2 Forrester & Co, Malmesbury  
 HOLMES, FRANK, Hove, Sussex Dec 10 Fearless & Co, East Grinstead  
 ILES, EDITH GERARD HOOD, Dawlish, Devon Nov 25 Whitborne & Coie, Dawlish  
 JEFFRIES, JOSEPH DORAN, Colchester rd, South Kensington Nov 30 Martin & Co, King st, Guildhall  
 JONES, DAVID, Llynypod, Cardigan Dec 5 Morgan & Richardson, Cardigan  
 JONES, JOHN PUGH, Upper Corria, Merioneth, Shopkeeper Nov 25 Thomas & Co, Liverpool

## Bankruptcy Notices.

## ADJUDICATIONS.

London Gazette.—TUESDAY, OCT. 25.

HILL, NICOLAS STANTON, and NORMAN GERRARD HILL, Leathers, Hemp Brokers High Court Pet Aug 3 Ord Oct 19  
 JACQUES, HENRY, Sheffield, Wholesale Provision Merchant Sheffield Pet Sept 10 Ord Oct 21  
 KAUFFMAN, MARGARET, and PHILIP KAUFFMAN, Covent Garden Market, Fruit Salesmen High Court Pet Sept 12 Ord Oct 19  
 LEWINGTON, CHARLES NEW, Winchester, Baker Winchester Pet Oct 30 Ord Oct 20  
 LEWIS, EDWARD, Birmingham, Leather Dealer Birmingham Pet Oct 21 Ord Oct 21  
 MCILWAINE, JAMES, Argyle sq, King's Cross, Manufacturer's Agent High Court Pet June 30 Ord Oct 19

MOLD, ALBERT, Banbury, Coal Dealer Banbury Pet Oct 20 Ord Oct 20  
 MOORHOUSE, HENRY, Sparkhill, Warwick Birmingham Pet Oct 14 Ord Oct 21  
 MORRIS, FRED DOUGLAS, Princes av, Finchley, Planter Barnet Pet July 7 Ord Oct 20  
 PRICE, ARTHUR JOHN, Leicester, Commercial Traveller Leicester Pet Oct 21 Ord Oct 21  
 RIDGWAY, ALBERT, Manchester, Corn Merchant Manchester Pet Oct 21 Ord Oct 21  
 RIELLY, FREDERICK WILLIAM, Farmingham, Kent High Court Pet Sept 1 Ord Oct 20  
 RUCK, WILLIAM, Pickering, Yorks, Medical Practitioner Scarborough Pet Sept 10 Ord Oct 20  
 SUTTON, JOSEPH, Bolly Oak, Worcester, House Painter Birmingham Pet Oct 15 Ord Oct 15  
 TURNER, THOMAS, Marston Gate, nr Tring, Hertford, Coal Merchant Aylesbury Pet Oct 30 Ord Oct 20  
 WALL, DOUGLAS LAURIE, Hoo St Werburg, Kent, Surgeon Rochester Pet Oct 22 Ord Oct 22

WATSON, JACOB LOUIS, West End In High Court Pet Sept 16 Ord Oct 20  
 WELSH, MICHAEL, Boston, Lincs, Journeyman Printer Boston Pet Oct 20 Ord Oct 20  
 WILKS, HARRY, Cannonst, Advertising Agent High Court Pet Oct 8 Ord Oct 20  
 WOODS, WILLIAM ROBERT, Bolton, Estate Agent Bolton Pet Oct 20 Ord Oct 20  
 Amended notice substituted for that published in the London Gazette of Sept 27:  
 SMITH, GEORGE EDWARD PENNEY, Sheffield, Restaurant Keeper Sheffield Pet Sept 24 Ord Sept 24  
 Amended notice substituted for that published in the London Gazette of Oct 18:  
 JONES, NICHOLAS RICKERTON, Birkenhead Birkenhead Pet Oct 12 Ord Oct 15

LASKI, JOAQUINA MARIA FRANCESCA Marques de SOUZA LERDOA DE, Hove, Sussex Nov 30 Russell & Co, Norfolk st  
 LITTLE, THOMAS SHEPHERD, Wallasey Station, Chester, JP Nov 15 Lithgow & Pepper, Wimpole st  
 LORD, HELEN, Milford on Sea, Hants Nov 30 Hughes & Co, Southampton st, Bloomsbury  
 NICHOLSON, ANNE, Kendal, Ladies' Outfitter Nov 11 Moser & Sons, Kendal  
 OGDEN, MARY ANN, Norwich Nov 16 Hill & Son, Norwich  
 PICKUP, RICHARD, Victoria rd, Stroud Green Nov 29 Tickle & Co, Chapside  
 POLDEN, SARAH, Blandford, Dorset Nov 30 Brennard & Wilson, Dorset  
 PORTING, JOHN JONES, Stamford le Hope, Essex Nov 24 Tippetts, Maiden in  
 PREST, LOUISA, Ripon Nov 30 Hutchinson, Ripon  
 QUINN, MARY ELLIS, Oxtou, Birkenhead Nov 5 Saul & Lightfoot, Carlisle  
 RICHARDS, HENRY, Bournemouth Nov 25 Guillaume & Son, Bournemouth  
 RIGBY, JASON, Putney hill, Wandsworth Nov 25 Wootton & Son, Finsbury circus  
 ROBERTS, MARY, Cewesbury, Salop, Laundress Nov 29 Edwards, Cewesbury  
 RASHTON, FREDERICK THOMAS, Telephone House, Temple av, Solicitor Nov 30 Rooks & Sons, Lincoln's inn fields  
 SHAW, MARY MAREY, Rowlands Castle, Hants Nov 26 Eddowes & Son, Derby  
 SHEL, WILLIAM CHIL HOWARD, Bedhampton, Hants Nov 26 Hopgoods & Dowson, Spring gds  
 STABE, EDWARD, Liverpool Dec 21 Miller & Co, Liverpool  
 DENTON, JAMES, Liverpool Dec 21 Miller & Co, Liverpool  
 STRATTON, GEORGE LOCKE, Crookham rd, Fulham Nov 7 Hardisty & Co, Great Marlborough st  
 TURNER, CHARLES GETHING, Bournemouth, Coal Merchant Nov 10 Page & Ward, Colchester  
 UNDERDOWN, ARTHUR FREDERICK, Manchester, Straw Hat Merchant Dec 9 Chapman & Brooks, Manchester  
 VAUGHAN, THOMAS, Llanfairnangwn, Pembroke Nov 25 Morgan & Richardson, Cardigan  
 WILSON, JOHN WILSON WALTON, Shotley Hall, Northumberland Dec 1 Gibson & Co, Newcastle upon Tyne  
 WOOLFENDEN, JOSEPH, sen, Denton, Lancaster, Hat Manufacturer Dec 3 Woolfenden Denton

London Gazette.—TUESDAY, NOV. 1.

ALLSOP, THOMAS, Heage, Derby, Contractor Dec 2 Walker & Terry, Belper  
 ANDERSON, JOHN ALBERT, Tunbridge Wells Dec 10 Bartlett & Son, Bush in  
 BOWLES, ELEAN GLANVILLE, Southey rd, Wimbledon Dec 19 Withers & Co, Arundel st, Strand  
 CARR, CATHERINE AGNES, Preston, Brighton Dec 1 Flowers, Steyning, Sussex  
 CRAWLEY, GEORGE, Cribbs Causeway, Gloucester Dec 2 Cole, Bristol  
 CHARTERS, CHARLES NICHOLAS, Rutford rd, Streatham Dec 1 Malkin & Co, Rectory House, Martin's in  
 CHRISTOP, MARGARET EMMA, Falmouth Nov 28 Shelly & Johns, Plymouth  
 DULLEY, LOUISA, Calworth st, Regent's Park Dec 1 Bell, Essex st, Strand  
 FURNISS, HAROLD, Ethelbert rd, Wimbledon, Editor Dec 10 Bartlett & Son, Bush in  
 GARR, MARY JANE, Whitchurch, Glam Dec 1 Fordice, Cardiff  
 GARR, JANE, Fulbrook, Oxford Nov 17 Kendall, Bourton on the Water  
 GARR, JOHN, Fulbrook, Oxford, Farmer Nov 17 Kendall, Bourton on the Water  
 GATER, ELIZABETH, Salisbury Nov 25 Harton, Salisbury  
 GRAMMAIRE, MARGARET MAUD HUGHES SMITH, Littlewick, Maidenhead Dec 1 Wintle, Bristol  
 GREEN, HANES LOUISA, Caister Hall, nr Norwich Nov 30 Cooper, Norwich  
 GREEN, MARY, Heads Nook, Cumberland Dec 9 Sewell, Carlisle  
 HOPKINS, MARY, Oakland, Manitoba, Canada Nov 25 Board & Stilling, Burnham, Somerset  
 HUBER, ANTHONY, Tachbrook st, Pimlico Dec 1 Yelding & Co, Vincent sq, Westminster  
 HURLEY, EDWARD BUTLER, Oxford gds, North Kensington Dec 5 Close & Co, Bloomsbury sq  
 HUTCHINSON, MARGARET, Nottingham Nov 30 Rothera & Sons, Nottingham  
 KAISER, FREDERICK GOTTLIEB, Sale st, Paddington Dec 9 Tilling, Devonshire chambers, Bishopsgate  
 KANN, RUDOLF, Christchurch av, Brondesbury Nov 29 Lewis, South st, Gray's inn  
 KELLET, JOHN, Northampton Dec 5 Hensman & Co, Northampton  
 STREETER, LAMBERT, Princes Gate, Kensington Dec 14 Harwood & Pusey, Canon st  
 LAWRENCE, ALFRED, Lowestoft Nov 28 Holt & Taylor, Lowestoft  
 LAXON, ALBERT JOSIAH, Coventry, Jeweller Nov 24 Twist & Sons, Coventry  
 LANNEL, WILLIAM ELLIOTT, Leamington Spa, Provision Dealer Dec 2 Passman, Leamington Spa  
 LONG, CHARLES FEEL, Birmingham, Jeweller's Clerk Nov 29 Bottley & Sharp, Birmingham  
 LUCK JOHN RICHARD WHITMORE, Crouch End, Hat Manufacturer Nov 30 Wynns-Baxter & Keeble, Laurence Pountney hill  
 MARSH, ARTHUR FREDERICK, Penistone, York, Stone Mason Dec 4 Smith & Co, Sheffield  
 MURRAY, ANNIE, Bolton Nov 30 Kingsbury & Turner, George st, Portman sq  
 NICHOLSON, JANE, Manchester Nov 17 Rowland, Manchester  
 PHILIPS, CATHERINE ANNIE, Meonles, Druxford, Hampshire Nov 30 Phelps & Keeling, Birmingham  
 PRICE, JOSEPH, Abertillery, Mon Nov 27 Edwards, Newport  
 ROUND, ELIZABETH, Fairfield, Liverpool Dec 15 Snowball & Co, Liverpool  
 ROWE, JOSHUA BROOKING, Plympton Devon, Solicitor Nov 28 Shelly & Johns, Plymouth  
 SALL, JOSEPH, Huntingdon Nov 19 Mauls & Sons, Huntingdon  
 SMITH, THOMAS, Doveridge, Derby, Farmer Dec 10 Wilkins & Son, Uttoxeter  
 SNOOK, JAMES, Nottingham, Merchant Jan 1 Williams & Co, Nottingham  
 THOMSON, WILLIAM LAMOND, Gloucester, Tailor Nov 22 Allen & Carter, Hereford  
 TURNER, SAMUEL, Barton, Lincoln, Flaxlayer Nov 27 Mason, Barton upon Humber  
 WING, FRANCIS ISAAC, Arnsley, Leeds Dec 1 Harrison & Son, Leeds  
 WOODMAN, DANIEL JAMES, Manor way, Blackheath Park Nov 30 Van Sandan & Co, King st



Amended notice substituted for that published in the London Gazette of Oct 21:

ROTHERAY, DEMAS, Bradford, Music Teacher Bradford Pet Oct 17 Ord Oct 17

London Gazette.—FRIDAY, OCT. 28.

#### RECEIVING ORDERS.

AUSTWICK, ANNIE, Bridlington, Confectioner Scarborough Pet Oct 28 Ord Oct 28  
 BRAUNTON, P. Northumberland st, St Marylebone High Court Pet Sept 30 Ord Oct 23  
 BRECROFT, FRED, Queensbury, Yorks Farmer Bradford Pet Oct 25 Ord Oct 25  
 BRET, HENRY BARNEY LONG, Sheringham, Norfolk Norwich Pet Sept 24 Ord Oct 25  
 CATLEY, HERBERT, Leeds, Cabinet Maker Leeds Pet Oct 24 Ord Oct 24  
 CHERRMAN, JOHN ROBERTS, Kingston upon Hull, Baker Kingston upon Hull Pet Oct 25 Ord Oct 25  
 COMOLLY, MARTIN, Kingston upon Hull, Herring Curer Kingston upon Hull Pet Oct 26 Ord Oct 26  
 DAVIES, THOMAS, Mountain Ash, Glam, Tailor Aberdare Pet Oct 25 Ord Oct 25  
 DORRITHORNE, JOHN HENRY, Pensance, Butcher Truro Pet Oct 25 Ord Oct 25  
 FRY, BENJAMIN HENRY, Reading, Milliner Reading Pet Oct 24 Ord Oct 24  
 GILFORD, NORMAN, East Grinstead, Veterinary Surgeon Tunbridge Wells Pet Aug 17 Ord Oct 25  
 GOM, MONTIMER THOMAS, Pokesdown, Bournemouth, Jobmaster Poole Pet Oct 24 Ord Oct 24  
 GRAHAM, WILLIAM, North Ormsby, York, Grocer Middlebrough Pet Oct 25 Ord Oct 25  
 GRIFFITHS, WILLIAM MORRIS, Butty Port, Carmarthen, Assorter Carmarthen Pet Oct 22 Ord Oct 22  
 HARPER, JAMES JOSEPH BRIDGWATER, Cradley, Worcester, Assistant Iron Roller Stourbridge Pet Oct 24 Ord Oct 24  
 HARRIS, JACOB, Fulham rd, Glazier High Court Pet Oct 25 Ord Oct 25  
 HAY, GEORGE, South Milford, Yorks, Boot Dealer York Pet Oct 22 Ord Oct 22  
 HUGHES, HUGH, Llandudno, Bangor Coal Agent Pet Oct 25 Ord Oct 25  
 JONES, DAVID, Pwllheli, Labourer Portmadoc Pet Oct 26 Ord Oct 26  
 JONES, FREDERICK THOMAS, Handsworth, Baker Birmingham Pet Oct 11 Ord Oct 25  
 JORDAN, ROBERT, Blackburn, Printer Blackburn Pet Oct 1 Ord Oct 25  
 KNIGHT, JOSEPH OWEN, Brighton Brighton Pet Oct 12 Ord Oct 25  
 LEE, WILLIAM, Tunbridge Wells Clerk Tunbridge Wells Pet Sept 19 Ord Oct 24  
 MULLARKEY, ANTHONY, Brighouse Halifax Ord Oct 25  
 NEVILLE, EDWIN, Raistrick, York, Painter Halifax Pet Oct 26 Ord Oct 26  
 ORCHARD, ROBERT, Bristol, Oil Dealer Bristol Pet Oct 25 Ord Oct 25  
 PALMER, FREDERICK DONALD, Norwich, Cabinet Maker Norwich Pet Oct 25 Ord Oct 25  
 PHILLIPS, HARRY GEORGE, Gough sq, Fleet st, Process Engraver High Court Pet Oct 25 Ord Oct 25  
 POTTER, SIMON MACQUEEN, Holland rd, Kensington, Varnish Maker High Court Pet Oct 24 Ord Oct 24  
 RICHARDSON, WILLIAM, Ashton upon Mersey, Chester, Farmer Manchester Pet Oct 24 Ord Oct 24  
 ROSELEY, WOOLF, Nottingham, Cabinet Maker Nottingham Pet Oct 22 Ord Oct 25  
 SCHIFF, E W, Gloucester pl, Portman sq, Stockbroker High Court Pet Sept 2 Ord Oct 6  
 SYMCOX, ALFRED, Dresden, Longton, Stoke on Trent, Baker Stoke on Trent Pet Oct 25 Ord Oct 25  
 TAILOR, WILLIAM JOHN, Swansea, Sea Pilot Swansea Pet Oct 25 Ord Oct 25  
 TANNER, EDWARD, Shalford, Essex, Builder Chelmsford Pet Oct 24 Ord Oct 24  
 THOMAS, ROBERT, Maesteg, Glam, Decorator Cardiff Pet Oct 25 Ord Oct 25  
 THOROGOOD, HORACE HENRY, Luton, Beds, Straw Hat Manufacturer Luton Pet Oct 25 Ord Oct 25  
 TULKE, EDWARD JOHN, Kenley, Surrey, Carpenter Croydon Pet Oct 24 Ord Oct 24  
 TWIGG, JAMES, Birtown in Furness, Brass Moulder Birtown in Furness Pet Oct 25 Ord Oct 25  
 WADLEY, FREDERICK WILLIAM, Bristol, Dairyman Bristol Pet Oct 24 Ord Oct 24  
 WATKIN, JOHN BAKWELL, Kilby, Leicester, Butcher Leicester Pet Oct 26 Ord Oct 26  
 WEAVER, RICHARD HARDY, Birmingham, Draper Birmingham Pet Oct 26 Ord Oct 26  
 WEBB, THOMAS, Lowestoft, Smack Owner Great Yarmouth Pet Oct 25 Ord Oct 25  
 WHINCUP, AMELIA, High Hattogate, Yorks, Lodging House Keeper York Pet Oct 22 Ord Oct 22  
 WINSTON, THOMAS, Pontypridd, Glam, Collier Pontypridd Pet Oct 24 Ord Oct 24

#### RECEIVING ORDER RESCINDED.

HARRISON, MATTHEW CHARLES COVERLEY, Kensington Park rd, High Court Rec Sep 16, 1910 Rec Oct 21, 1910

#### FIRST MEETINGS.

BARNES, GUY VANE WREXHAM, Ashton under Lyne Nov 5 at 10.45 Off Rec, Byrom st, Manchester  
 BARTON, CHARLES, Sanford av, Eddon rd, Wood Green Bookmakers Nov 7 at 3.14, Bedford row  
 BATTEN, HENRY HAMPSON, Llandudno, Montgomery, Fell monger Nov 16 at 10.30, 7, High st, Newtown  
 BAUMANN, OTTO, Worthing, Schoolmaster Nov 10 at 10.30 Off Rec, 12a, Marlborough pl, Brighton  
 BRAUNTON, P, Northumberland st, 86 Marylebone Nov 8 at 12 Bankruptcy bldg, Carey st  
 BRECROFT, FRED, Queensbury, Yorks, Farmer Nov 7 at 11 Off Rec, 13, Duke st, Bradford

BROOK, LOREL JOHN, Llanelly, Fishmonger Nov 5 at 12.45 Off Rec, 4, Queen st, Carmarthen  
 CARTER, WILLIAM COOLIE, Cottenham, Cambridge, Baker Nov 5 at 12.30 Off Rec, 5, Petty Cury, Cambridge  
 CATLEY, HERBERT, Leeds, Cabinet Maker Nov 7 at 11 Off Rec, 24, Bond st, Leeds  
 EVANS, MAILER ALLAN, Wrexham, Plasterer Nov 8 at 11 The Frisky, Wrexham  
 FRANK, SAMUEL, Derby Nov 5 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
 GOM, MONTIMER THOMAS, Pokesdown, Bournemouth, Jobmaster Nov 7 at 3.30 Arcade chmbrs (first floor), Bournemouth  
 GRIFFITHS, WILLIAM MORRIS, Butty Port, Carmarthen, Assorter Nov 5 at 11.30 Off Rec, 4, Queen st, Carmarthen  
 HARRINGTON, AMINE ROY, Gt Yarmouth, Motor Car Dealer Nov 5 at 1 Off Rec, 8, King st, Norwich  
 HARRIS, JACOB, Fulham rd, Glazier Nov 7 at 12 Bankruptcy bldg, Carey st  
 HAYLE, HENRY, Clotheshops, Clerk Nov 5 at 11 Off Rec, 36 Mary's chmbrs, Gt Grimsby  
 HAY, GEORGE, Sherrburn in Elmst, York, Boot Dealer Nov 7 at 3.15 Off Rec, The Red House, Duncombe pl, York  
 JONES, ROBERT EVAR, Blaenau Ffestiniog, Merioneth, Quarryman Nov 7 at 12.30 Crypt chmbrs, Eastgate row, Chester  
 KNIGHT, JOSEPH OWEN, Brighton, Hotel Keeper Nov 10 at 2.30 Off Rec, 12a, Marlborough pl, Brighton  
 LEWISTON, CHARLES NEW, Winchester, Baker Nov 5 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton  
 OWEN, DAVID DAVID, Llanberis, Carmarvon, Quarryman Nov 7 at 12 Crypt chmbrs, Eastgate row, Chester  
 PALMER, FREDERICK DONALD, Norwich, Cabinet Maker Nov 5 at 12 Off Rec, 8, King st, Norwich  
 PHILLIPS, HARRY GEORGE, Gough sq, Fleet st, Process Engraver Nov 5 at 11 Bankruptcy bldg, Carey st  
 POTTER, SIMON MACQUEEN, Holland rd, Kensington, Varnish Maker Nov 9 at 12 Bankruptcy bldg, Carey st  
 RICHARDSON, WILLIAM, Ashton upon Mersey, Farmer Nov 5 at 12 Off Rec, Byrom st, Manchester  
 RIDGWAY, ALBERT, Manchester, Corn Merchant Nov 5 at 10.30 Off Rec, Byrom st, Manchester  
 RUSSELL, SYDNEY MELBOURNE WILLIAM HAMILTON, Ladbroke Park rd, Ealing, Nov 7 at 12 14, Bedford row  
 SCHIFF, E W, Gloucester pl, Portman sq, Stockbroker Nov 23 at 11 Bankruptcy bldg, Carey st  
 SMITH, WALTER WILLIAM, Bourn, Cambridge, Farmer Nov 5 at 12 Off Rec, 5, Petty Cury, Cambridge  
 SMITH, WILLIAM ANDREW BOWEN, Bridgton, Carnock, Staffs, Grocer Nov 9 at 12 Off Rec, Wolverhampton  
 SYMCOX, ALFRED, Dresden, Longton, Baker Oct 5 at 11.30 Off Rec, King st, Newcastle, Staffs  
 TULKE, EDWARD JOHN, Kenley, Surrey, Carpenter Nov 7 at 11.30 182, York rd, Westminster Bridge  
 WALL, DOUGLAS LARNER, Hoo St Werberg, Kent, Surgeon Nov 7 at 2 115, High st, Rochester  
 WARD, SAMUEL, Ashton under Lyne, Draper Nov 5 at 11.30 Off Rec, Byrom st, Manchester  
 WATKIN, JOHN BAKWELL, Kilby, Leicester, Butcher Nov 5 at 12 Off Rec, 1, Beridge st, Leicester  
 WELSH, MICHAEL, Boston, Lincoln, Journeyman Printer Nov 17 at 12 Off Rec, 4 and 6, West st, Boston  
 WHINCUP, AMELIA, Starbeck, Lodging house Keeper Nov 7 at 2.30 Off Rec, The Red House, Duncombe pl, York  
 WINSTON, THOMAS, Pontypridd, Glam, Collier Nov 8 at 11 Off Rec, 86 Catherine's chmbrs, St Catherine st, Pontypridd  
 WRIGHT, ERNEST, Northwich, Grocer Nov 7 at 12 Off Rec, King st, Newcastle, Staffs  
 YOUNG, WILLIAM, Anfield, Liverpool, Bookkeeper Nov 8 at 11 Off Rec, 35, Victoria st, Liverpool

#### ADJUDICATIONS.

AUSTWICK, ANNIE, Hightown, Castleford, Yorks, Confectioner Scarborough Pet Oct 26 Ord Oct 26  
 BEAL, TROPHILUS WESTMAN, Leicester, Boot Manufacturer Leicester Pet Oct 10 Ord Oct 25  
 BRECROFT, FRED, Queensbury, Yorks, Farmer Bradford Pet Oct 25 Ord Oct 25  
 BRADSTOCK, ALFRED HENRY, Junction rd, Holloway General Draper High Court Pet Oct 18 Ord Oct 22  
 CARTER, LIZA, Liverpool, Provision Merchant Liverpool Pet Aug 27 Ord Oct 25  
 CATLEY, HERBERT, Leeds, Cabinet Maker Leeds Pet Oct 24 Ord Oct 24  
 CHERRMAN, JOHN ROBERTS, Kingston upon Hull, Baker Kingston upon Hull Pet Oct 25 Ord Oct 25  
 COMOLLY, MARTIN, Kingston upon Hull, Herring Curer Kingston upon Hull Pet Oct 26 Ord Oct 26  
 DAVIES, THOMAS, Mountain Ash, Glam, Tailor Aberdare Pet Oct 25 Ord Oct 25  
 DAWSON, GEORGE HAROLD, Buckingham st, Strand High Court Pet July 4 Ord Oct 24  
 DORRITHORNE, JOHN HENRY, Pensance, Butcher Truro Pet Oct 25 Ord Oct 25  
 FRY, BENJAMIN HENRY, Reading, Milliner Reading Pet Oct 24 Ord Oct 24  
 GOM, MONTIMER THOMAS, Pokesdown, Bournemouth, Jobmaster Poole Pet Oct 24 Ord Oct 24  
 GRAHAM, WILLIAM, North Ormsby, York, Grocer Middlebrough Pet Oct 25 Ord Oct 25  
 GRIFFITHS, WILLIAM MORRIS, Butty Port, Carmarthen, Assorter Carmarthen Pet Oct 22 Ord Oct 22  
 HARPER, JAMES JOSEPH BRIDGWATER, Brerley Hill, Staffs, Assistant Ironroller Stourbridge Pet Oct 24 Ord Oct 24  
 HARRIS, JACOB, Fulham rd, Fulham, Glazier High Court Pet Oct 25 Ord Oct 25  
 HAY, GEORGE, South Milford, Yorks, Boot Dealer York Pet Oct 22 Ord Oct 22  
 HUGHES, HUGH, Llandudno, Bangor Pet Oct 25 Ord Oct 25  
 INGRAM, WALTER, Hartill, York, Licensed Victualler Sheffield Pet Oct 15 Ord Oct 26

JONES, DAVID, Pwllheli, Labourer Portmadoc Pet Oct 26 Ord Oct 26  
 JONES, FREDERICK THOMAS, Handsworth, Baker Birmingham Pet Oct 11 Ord Oct 25  
 JORDAN, ROBERT, Blackburn, Printer Blackburn Pet Oct 1 Ord Oct 25  
 LINDLEY, GEORGE ALBERT, Skagness, Hotel Proprietor Boston Pet Oct 1 Ord Oct 25  
 MILLS, HENRY VALENTINE, Dymock, Glos, Grocer Gloucester Pet Sept 24 Ord Oct 24  
 NELSON, EDWARD, Cardiff, Tobaccoconist Cardiff Pet Aug 20 Ord Oct 26  
 NEVILLE, EDWIN, Raistrick, York, Painter Halifax Pet Oct 26 Ord Oct 26  
 OWEN, SYDNEY FLETCHER, Blackburn, Imp'ement Maker Blackburn Pet Aug 5 Ord Oct 6  
 PALMER, FREDERICK DONALD, Norwich, Cabinet Maker Norwich Pet Oct 25 Ord Oct 25  
 RICHARDSON, WILLIAM, Ashton upon Mersey, Farmer Manchester Pet Oct 24 Ord Oct 24  
 ROSELEY, WOOLF, Nottingham, Cabinet Maker Nottingham Pet Oct 22 Ord Oct 25  
 RUSSELL, SYDNEY MELBOURNE WILLIAM HAMILTON, Ealing, Commercial Traveller Brentford Pet 8/pt 19 Ord Oct 25  
 SEDGWICK, JAMES, Leeds, Egg Merchant Leeds Pet Sept 15 Ord Oct 24  
 SHALLICE, FRED ROINALD, Aylesbury, Printer's Foreman Aylesbury Pet Oct 18 Ord Oct 23  
 SIMMONS-LYNE, WALTER VICTOR, Newcastle on Tyne, Editor Newcastle on Tyne Pet Oct 5 Ord Oct 25  
 SYMCOX, ALFRED, Dresden, Longton, Stoke on Trent, Baker Stoke on Trent Pet Oct 25 Ord Oct 25  
 TAILOR, WILLIAM JOHN, Swansea, Sea Pilot Swansea Pet Oct 25 Ord Oct 25  
 TANNER, EDWARD, Shalford, Essex, Builder Chelmsford Pet Oct 24 Ord Oct 24  
 THOMAS, ROBERT, Maesteg, Glam, Decorator Cardiff Pet Oct 25 Ord Oct 25  
 THOROGOOD, HORACE HENRY, Luton, Straw Hat Manufacturer Luton Pet Oct 25 Ord Oct 25  
 TOTTER, SIMON MACQUEEN, Holland rd, Kensington, Varnish Maker High Court Pet Oct 24 Ord Oct 24  
 TWIGG, JAMES, Birtown in Furness, Brass Moulder Birtown in Furness Pet Oct 25 Ord Oct 25  
 WARD, SAMUEL, Ashton under Lyne, Draper Ashton under Lyne Pet Oct 1 Ord Oct 25  
 WATKIN, JOHN BAKWELL, Kilby, Leicester, Butcher Leicester Pet Oct 26 Ord Oct 26  
 WEBB, THOMAS, Lowestoft, Smackowner Gt Yarmouth Pet Oct 25 Ord Oct 25  
 WHINCUP, AMELIA, High Hattogate, Lodging House Keeper York Pet Oct 22 Ord Oct 22  
 WINSTON, THOMAS, Pontypridd, Glam, Collier Pontypridd Pet Oct 24 Ord Oct 24  
 WRIGHT, ERNEST, Northwich, Grocer Nantwich Pet Oct 21 Ord Oct 25

#### ADJUDICATIONS ANNULLED.

FORD, ANSON ST CLAIR ST CLAIR, Lyngant, by Cheltenham Poole Adj June 3, 1910 Annual Oct 17, 1910  
 WALTER, BENJAMIN THOMAS, Carmarthen, Draper Carmarthen Adj March 14, 1908 Annual Oct 20, 1910

#### ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

Amended Notice substituted for that published in the London Gazette of Oct 18:

MERRIFIELD, WILLIAM FRANCIS, Holloway rd, Islington High Court Rec Ord June 1 Adj June 7 Rec Oct 12

London Gazette.—FRIDAY, NOV. 1.

#### RECEIVING ORDERS.

ALLPORT, JOSIAH, Handsworth, Builder Birmingham Pet Oct 15 Ord Oct 27  
 ARSTALL, JOSEPH HENRY, Standish, Lancaster, Painter Wigan Pet Oct 25 Ord Oct 28  
 BAGLEY, MELVILLE S, Cartwright gins, Leigh st High Court P t June 21 Ord July 14  
 BAKER, GEORGE WILLIAM, Brighton, Pork Butcher's Manager Brighton Pet Oct 27 Ord Oct 27  
 BUCKING, G W, Greenocroft gins, Hampstead High Court Pet June 14 Ord Oct 28  
 CORRETT, HERBERT JAMES, Hayling Island, Hants, Restaurateur Portsmouth Pet Oct 29 Ord Oct 29  
 COURTENAY, ALFRED JOHN, Falmouth, Assistant Schoolmaster Truro Pet Oct 29 Ord Oct 29  
 CROMIE, THOMAS JOSEPH, Sunderland, Grocer Sunderland i Pet Oct 27 Ord Oct 27  
 FOLKARD, WILLIAM, Great Wenham, Suffolk, Licensed Hawker Ipswich Pet Oct 28 Ord Oct 25  
 FOWLER, PHILIP CALVERT, Luton, Bedford, Licensed Victualler Luton Pet Oct 28 Ord Oct 28  
 GANSA & Co, 8 H, Leadenhall st, Timber Importers High Court Pet Sept 10 Ord Oct 28  
 GOSTICK, SAMUEL SMITH, Shipley, Yorks Bradford Pet Oct 27 Ord Oct 27  
 HALL, JOHN HENRY, Bulkington, Warwick, Farmer Coventry Pet Oct 13 Ord Oct 28  
 HAWKSWELL, MARY CATHERINE, Durham Durham Pet Oct 29 Ord Oct 29  
 HILLS, EDWARD, Ringwood, Southampton, Solicitor Salisbury Pet Oct 15 Ord Oct 28  
 HODSON, HAROLD, Southsea Engineer Lieutenant Portsmouth Pet Oct 6 Ord Oct 28  
 HOLBROOK, JOSEPH BENJAMIN, Langport, Somerset, House Decorator Yeovil Pet Oct 25 Ord Oct 28  
 HOLT, JOHN, Yoxford, Suffolk, Gt Yarmouth Pet Oct 27 Ord Oct 27  
 HOUSTOUN, ANDREW GEORGE, Birmingham, Manufacturing Jeweller Birmingham Pet Oct 27 Ord Oct 27  
 INGRAM, EDWARD JOSEPH, Walton on Thames, Surrey, Builder Kingston, Surrey Pet Oct 29 Ord Oct 29  
 JONES, TOM, Tylorstown, Glam, Tailor Aberystwyth Pet Oct 28 Ord Oct 28

JONES, THOMAS HENRY, and JAMES LEWIS, Ton Pentre, Glam, Contractors Pontypridd Pet Oct 27 Ord Oct 27  
 KENT, WILLIAM JAMES, Clifton, Bristol, Commission Agent Pet Oct 29 Ord Oct 29  
 KITSON, THOMAS RICHARD, Doncaster, Grocer Stafford Pet Oct 27 Ord Oct 27  
 LANNING, EDWIN THOMAS, Weymouth, Ironmonger Dorchester Pet Oct 29 Ord Oct 29  
 LEWIS, JAMES, Brynmawr, Brecknock, Draper Tredegar Pet Oct 15 Ord Oct 15  
 LODGE, HAROLD, Morley, York, Cloth Percher Dewsbury Pet Oct 27 Ord Oct 27  
 MANN, WILLIAM EDWARD, Coventry, Motor Sundries Manufacturer Coventry Pet Oct 18 Ord Oct 23  
 MARLEY, KENNETH RYMOND, Butte Docks, Cardiff, Merchant Cardiff Pet Oct 27 Ord Oct 27  
 MATTHEWS, T. LYMINGTON, Hants, Baker Southampton Pet Oct 13 Ord Oct 13  
 MILLER, PETER, Kingston upon Hull, Drysalter Kingston upon Hull Pet Oct 27 Ord Oct 27  
 RICHARDS, CHARLES, Nantaffyllon, Maesteg, Glam, Colliery Stoker Cardiff Pet Oct 27 Ord Oct 27  
 SAMSON, PHILIP E., Lancaster gate High Court Pet Aug 10 Ord Oct 10  
 SHAW, FRED, Leicester Leicester Pet Oct 29 Ord Oct 29  
 SMITH, WILLIAM, Grays, Essex, Photographer Chelmsford Pet Oct 29 Ord Oct 29  
 SPICER, FRANCIS GEORGE, Salisbury, Tobaccoist Salisbury Pet Oct 27 Ord Oct 27  
 TIPPLE, LEONARD, Leeds, Licensed Broker Leeds Pet Oct 27 Ord Oct 27  
 TRUSWELL, WILLIAM, and ALFRED TRUSWELL, Nottingham, Barmen Nottingham Pet Oct 11 Ord Oct 27  
 WARSHAWSKY, GREGORY, Vernon mans, Shaftesbury av High Court Pet Sept 21 Ord Oct 27  
 WESTBROOK, GEORGE, Landport, Hants, Purveyor Portsmouth Pet Oct 26 Ord Oct 26  
 WORTH, LEWIS, Leighton Buzzard, Bedford Luton Pet Sept 29 Ord Oct 27  
 WREST, HARRY, Kirkstall, Leeds, Yard Foreman Leeds Pet Oct 21 Ord Oct 21  
 WRIGHT, EDGAR CHARLES ATHLIN, Bradford, Plumber Bradford Pet Oct 25 Ord Oct 25  
 ZAINS, MORRIS, Wardour st High Court Pet Aug 11 Ord Oct 27

## FIRST MEETINGS.

ALLPORT, JOSEPH, Handsworth, Builder Nov 9 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham  
 AUSTWICK, ANNIE, Bridlington, Confectioner Nov 14 at 4 Off Rec, 48, Westborough, Scarborough  
 BAKER, GEORGE WILLIAM, Brighton Nov 10 at 10 Off Rec, 12A, Marlborough pl, Brighton  
 BUCKING, G. W., Greenocroft gdns, Hampstead Nov 10 at 12 Bankruptcy bldgs, Carey st  
 CARPENTHER, ALFRED WILLIAM, Hythe, Staines, Banker Nov 21 at 13 King's Hall, Holborn Restaurant, High Holborn  
 CHERMAN, JOHN ROBERTS, Kingston upon Hull, Baker Nov 9 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull  
 CONNOLLY, MARTIN, Kingston upon Hull, Herring Curer Nov 9 at 3 Off Rec, York City Bank chmbrs, Lowgate, Hull  
 CORNISH, CHARLES ARUNDELL, Caerul, Glam, Grocer Nov 10 at 12 117, St Mary st, Cardiff  
 DAVIES, THOMAS, Mountain Ash, Glam, Tailor Nov 11 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine's st, Pontypridd  
 DONNITHORNE, JOHN HENRY, Penzance, Butcher Nov 9 at 12 Off Rec, 12, Princess st, Truro  
 EVANS, DANIEL RICHARD, Carnarvon, Butcher Nov 11 at 13 Crypt chmbrs, Eastgate rw, Chester  
 FRY, BENJAMIN HENRY, Reading, Milliner Nov 14 at 12 The Queen's Hotel, Reading  
 GAMMA & CO, 8 H Lendenhall st, Timber Importers Nov 10 at 12.30 Bankruptcy bldgs, Carey st

GOSTICK, SAMUEL SMITH, Bradford Nov 11 at 2.30 Off Rec, 12, Duke st, Bradford  
 GRAHAM, WILLIAM, North Ormesby, Yorks, Grocer Nov 10 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough  
 HARPER, JAMES JOSEPH BRIDGWATER, Brerly Hill, Staffs, Assistant Iron Roller Nov 9 at 13 Off Rec, 1, Priory st, Dudley  
 HOUSTON, ANDREW GEORGE, Birmingham, Manufacturing Jeweller Nov 11 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham  
 INGHAM, WALTER, Harthill, York, Licensed Victualler Nov 10 at 12 Off Rec, Figgies ln, Sheffield  
 JONES, FREDERICK THOMAS, Handsworth, Baker Nov 9 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham  
 LEWIS, EDWARD, Birmingham, Leather Dealer Nov 9 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham  
 LODGE, HAROLD, Morley, York, Cloth Percher Nov 9 at 11.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury  
 MATTHEWS, T. LYMINGTON, Hants, Baker Nov 9 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton  
 MOLD, ALBERT, Bury, Oxford, Coal Dealer Nov 10 at 11.30 1, St Aldates, Oxford  
 MULLARKEY, ANTHONY, Halifax Nov 10 at 11.15 County Court, Prescott st, Halifax  
 NEVILLE, EDWIN, Rastrick, York, Painter Nov 10 at 10.45 County Court, Prescott st, Halifax  
 ORCHARD, ROBERT, Bristol, Oil Dealer Nov 9 at 11.45 Off Rec, 26, Baldwin st, Bristol  
 ROSOFSKI, WOLFF, Nottingham, Cabinet Maker Nov 10 at 11 Off Rec, 4, Castle st, Park st, Nottingham  
 SAMSON, PHILIP, Lancaster gate Nov 11 at 12 Bankruptcy bldgs, Carey st  
 SHAW, FRED, Leicester Nov 9 at 3 Off Rec, 1, Berridge st, Leicester  
 SHAW, JOSEPH, Blackpool, Refreshment Caterer Nov 10 at 2.30 Derby Hotel, Regent sq, Derby  
 SPICER, FRANCIS GEORGE, Salisbury, Tobaccoist Nov 9 at 12 Off Rec, City chmbrs, Catherine st, Salisbury  
 THOMAS, ROBERT, Maesteg, Glam, Decorator Nov 10 at 11.30 8, Mary st, Cardiff  
 THEODORE, HORACE HENRY, Luton, Bedford, Straw Hat Manufacturer Nov 9 at 12 Off Rec, The Parade, Northampton  
 TIPPLE, LEONARD, Leeds, Licensed Broker Nov 9 at 11 Off Rec, 24, Bond st, Leeds  
 TURNER, THOMAS, Marston Gate, nr Tring, Hertford Coal Merchant Nov 11 at 11.30 1, St Aldates, Oxford  
 WADLEY, FREDERICK WILLIAM, Bristol, Dairyman Nov 9 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 WARSHAWSKY, GREGORY, Vernon mans, Shaftesbury av Nov 9 at 12.30 Bankruptcy bldgs, Carey st  
 WEAVER, RICHARD HARDY, Birmingham, Draper Nov 11 at 11.30 Ruskin chmbrs, Corporation st, Manchester  
 WEBB, THOMAS, Lowestoft, Smack Owner Nov 9 at 12 Off Rec, 8, King st, Norwich  
 WESTBROOK, GEORGE, Landport, Hants, Purveyor Nov 10 at 3 Off Rec, Cambridge junc, High st, Portsmouth  
 WREST, HARRY, Kirkstall, Leeds Nov 9 at 11.30 Off Rec, 24, Bond st, Leeds  
 WRIGHT, EDGAR CHARLES ATHLIN, Idle, Bradford, Plumber Nov 12 at 11 Off Rec, 12, Duke st, Bradford  
 ZAINS, MORRIS, Wardour st Nov 11 at 11 Bankruptcy bldgs, Carey st

## ADJUDICATIONS.

ARTHUR, EDWARD JOHN, Hounslow, Middlesex, Publican Brentford Pet Aug 16 Ord Oct 27  
 ARSTALL, JOSEPH HENRY, Standish, Lancaster, Painter and Decorator Wigton Pet Oct 28 Ord Oct 28  
 BAKER, GEORGE WILLIAM, Brighton Brighton Pet Oct 27 Ord Oct 27  
 BARTON-WRIGHT, EDWARD WILLIAM, Albemarle st, Piccadilly, Therapeutical Specialist High Court Pet July 15 Ord Oct 28

CHERRY, WILLIAM, Clacton on Sea, Dairyman Colchester Pet Oct 7 Ord Oct 26  
 CORBETT, HERBERT JAMES, Hayling Island, Hants, Restaurateur Portsmouth Pet Oct 29 Ord Oct 29  
 COURTENAY, ALFRED JOHN, Falmouth, Assistant Schoolmaster Truro Pet Oct 29 Ord Oct 29  
 CROMIE, THOMAS JOSEPH, Sunderland, Grocer Sunderland Pet Oct 27 Ord Oct 27  
 FOLKARD, WILLIAM, Great Wenham, Suffolk, Licensed Hawker Ipswich Pet Oct 27 Ord Oct 27  
 FOWLER, PHILIP CALVERT, Luton, Bedford, Licensed Victualler Luton Pet Oct 28 Ord Oct 28  
 GILFORD, NORMAN, East Grinstead, Veterinary Surgeon Tunbridge Wells Pet Aug 17 Ord Oct 28  
 GOSTICK, SAMUEL SMITH, Bradford Bradford Pet Oct 27 Ord Oct 27  
 HOLBROOK, JOSEPH BENJAMIN, Langport, Somerset, House Decorator Yeovil Pet Oct 28 Ord Oct 28  
 JENKINS, HENRY, Gt Tower st High Court Pet Sept 13 Ord Oct 28  
 JONES, TOM, Tylorstown, Glam, Tailor Aberystwyth Pet Oct 23 Ord Oct 23  
 JONES, THOMAS HENRY, and JAMES LEWIS, Ton Pentre, Contractors Pontypridd Pet Oct 27 Ord Oct 27  
 KITSON, THOMAS RICHARD, Doncaster, Grocer Stafford Pet Oct 27 Ord Oct 27  
 KNIGHT, JOSEPH OWEN, Brighton Brighton Pet Oct 12 Ord Oct 27  
 LANNING, EDWIN THOMAS, Weymouth, Ironmonger Dorchester Pet Oct 29 Ord Oct 29  
 LEE, WILLIAM, Tunbridge Wells, Clerk Tunbridge Wells Pet Sept 10 Ord Oct 28  
 LODGE, HAROLD, Morley, York, Cloth Percher Dewsbury Pet Oct 27 Ord Oct 27  
 MANN, WILLIAM EDWARD, Coventry, Motor Sundries Manufacturer Coventry Pet Oct 28 Ord Oct 28  
 MARLEY, KENNETH RYMOND, Butte Docks, Cardiff, Merchant Cardiff Pet Oct 27 Ord Oct 27  
 MILLER, PETER, Kingston upon Hull, Drysalter Kingston upon Hull Pet Oct 27 Ord Oct 27  
 ORCHARD, ROBERT, Bristol, Oil Dealer Bristol Pet Oct 26 Ord Oct 26  
 RICHARDS, CHARLES, Nantaffyllon, Maesteg, Glam, Colliery Stoker Cardiff Pet Oct 27 Ord Oct 27  
 RIHAN, SHAKEN, Manchester, Merchant Manchester Pet Sept 21 Ord Oct 26  
 SHAW, FRED, Leicester Leicester Pet Oct 29 Ord Oct 29  
 SHAW, JOSEPH, Blackpool, Refreshment Caterer Preston Pet Oct 6 Ord Oct 28  
 SMITH, WILLIAM, Grays, Essex, Photographer Chelmsford Pet Oct 29 Ord Oct 29  
 SPICER, FRANCIS GEORGE, Salisbury, Tobaccoist Salisbury Pet Oct 27 Ord Oct 27  
 THOMAS, WILLIAM, Birkenhead Birkenhead Pet Sept 14 Ord Oct 27  
 TIPPLE, LEONARD, Leeds, Licensed Broker Leeds Pet Oct 27 Ord Oct 27  
 TRUSWELL, WILLIAM, and ALFRED TRUSWELL, Nottingham, Barmen Nottingham Pet Oct 11 Ord Oct 27  
 TULKE, EDWARD JOHN, Kenley, Surrey, Carpenter Croydon Pet Oct 24 Ord Oct 27  
 WADLEY, FREDERICK WILLIAM, Bristol, Dairyman Bristol Pet Oct 24 Ord Oct 29  
 WEAVER, RICHARD HARDY, Birmingham, Draper Birmingham Pet Oct 26 Ord Oct 27  
 WESTBROOK, GEORGE, Landport, Hants, Purveyor Portsmouth Pet Oct 26 Ord Oct 26  
 WREST, HARRY, Kirkstall, Leeds Leeds Pet Oct 28 Ord Oct 28  
 WRIGHT, EDGAR CHARLES ATHLIN, Idle, Bradford Plumber Bradford Pet Oct 28 Ord Oct 28

Amended Notice substituted for that published in the London Gazette of Sept 23:  
 BLOOMFIELD, CHARLES FENDAL, Lowestoft, Smackowner Great Yarmouth Pet Sept 21 Ord Sept 21

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

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 ESTABLISHED IN 1880.

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